

RESUME OF FACTS
CONNECTED WITH THE CASE

OF

H. H. PRINCE AZEEM-JAH BAHADOOR.

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1. Prince Azeem-Jah is the rightful claimant to the musnud or throne of the Carnatic, an important country in the south-eastern portion of India—capital Madras.

2. The prince's claim is founded upon the faith of solemn treaties and the law of succession as prevailing in Europe and Asia.

3. Prince Azeem-Jah's ancestor, Anwar-ood-deen, was in 1744, appointed by the Nizam to the Nawaubship of the Carnatic, and in 1750 Walla-Jah, Anwar-ood-deen's son, was raised by Ahmed Shah, Emperor of Delhi, to the rank of an hereditary and independent sovereign.

4. At a time when the late East India Company's possessions were confined to the factories of Madras and Cuddalore, and when they were contending with the French for their very existence, Anwar-ood-deen and his son Walla-Jah, not only fought on their side, but gave them the most effective aid in money and troops, and even extensive territorial possessions.

5. The East India Company, having become desirous of taking into their own hands the entire civil and military administration of the Carnatic, made repeated attempts to obtain the consent thereto of Walla-Jah, and after him, that of his son, Omdut-ul-Omrah, but without success.

6. Under the pretext of a treasonable correspondence *said*, but not *proved*, to have been carried on by Walla-Jah and Omdut-ul-Omrah with Hyder Ali, (who was admitted even by the East India Company itself, to have been the implacable foe of the Carnatic family,) and upon the monstrous plea that Ali Houssain, son and successor of Omdut-ul-Omrah, *had inherited the treason of which his father and grandfather were alleged to have been guilty*; that prince, on his refusal to accede to the proposal of the Company, was passed over, and the same terms were then offered to the next heir, Azeem-ul-Dowlah, the father of the present claimant. Ali Houssain died one or two years after.

7. Azeem-ul-Dowlah acceded to the Company's proposal, that is, merely the transfer of the civil and military administration of the Nawaubship, expressly reserving to himself the royal dignity, together with one-fifth part of the revenue of the state, under the treaties of 1792 and 1801.

8. The dignity and rights of the said Azeem-ul-Dowlah, as sovereign of the Carnatic, were publicly recognised on several occasions, more especially by her present Majesty's grandfather, George III; by Lord Clive, who was a party to the treaty; and by many high officials belonging to the late East India Company.

9. After the death of Azeem-ul-Dowlah, his eldest son, Azum-Jah (the present claimant being the second one) succeeded, under the said treaties, as the hereditary Nawaub of the Carnatic, and after him, his son, Mohamed Ghouse Khan, the nephew of the present claimant, ascended the musnud as the hereditary sovereign. This last Nawaub died on the 7th November 1855, without issue, his uncle, the present claimant, surviving. During the minority of

Mohamed Ghouse Khan, Prince Azeem-Jah, the present claimant, was appointed Regent by the Government, and was repeatedly recognised by the late East India Company as being the next in succession.

10. The late Governor and Governor-General of India, on the demise of the last Nawaub, refused to recognise the present claimant, Prince Azeem-Jah, on two grounds. 1st, on that of the *alleged* but not *proved* treason of the great-grandfather and grandfather of the present claimant; a treason, be it observed, which is said to have been committed more than seventy years previously. 2nd, on the preposterous assertion, that the treaty to which not only the present claimant's father, but after him, his elder brother and nephew, had been parties, was a *mere personal one*, an assertion completely refuted by the declarations so often made by the Indian Government authorities, that the right of hereditary succession still existed in the Carnatic family.

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SEQUEL NO 2 TO THE CARNATIC CATECHISM.

ASSUMED PERSONALITY OF TREATY OF 1801 REFUTED.

Extract from Her Majesty's Indian Proclamation of November 1st. 1858 :

"We hereby announce to the native Princes of India that all treaties and engagements made with them, by or under the authority of the Honourable East India Company, are by us accepted, and will be scrupulously maintained."

Among other observations, Mr. Layard said, in his place in the House of Commons, "that the Prince (Azeem-Jah, the present claimant) had been, in the first instance, most unjustly deprived of his property by the East India Company, although his family had rendered great services to the British in India."

Colonel Sykes said, that if the Hon. Member would substitute the words—Board of Control—for the East India Company, he should agree with his animadversions.

Sir Charles Wood, "generally concurred with the remarks of the Right Hon. Gentleman (Mr. Layard, on the Company's treatment of Prince Azeem-Jah), and was quite willing to ENQUIRE FULLY into the merits of the case."—See *Hansard's Debates*, July 25, 1861.

1. Q. What is the object of Sequel No. 2 ?

A. As that of Sequel No. 1 was to show the utter fallacy and groundlessness of the charge of treason brought against the Nawaubs Walla-Jah and Omdut-ul-Omrah, the great grandfather and great uncle of the present claimant, so the purpose of the present one is to prove that the last Treaty, that of 1801, was a *real* Treaty, thereby nullifying the altogether gratuitous assumption of the late Government that it was merely a *personal* one.

2. Q. Who is Prince Azeem-Jah Bahadoor, the present claimant?*

* TABLE OF HIS HIGHNESS PRINCE AZEEM-JAH'S DESCENT.

ANWAR-OD-DEEN KHAN, Nawaub of the Carnatic, 1744, slain in battle, 1749, succeeded by his Son	
Eldest Son,	Second Son,
OMDUT-UL-OMRAH, who succeeded his Father, and died 15th July, 1801.	AMEER-UL-OMRAH, died, leaving a Son,
Left reputed Son, ALI-HOUSSAIN, passed over, and died on 6th April, 1802, without issue.	AZEEM-UL-DOWLAH, succeeded his uncle, Omdut-ul-Omrah. It was with this Prince that the late East India Company made the new ar- rangement. Died 3rd Aug. 1819, leaving Second Son,
Eldest Son.	
AZUM-JAH, succeeded his Father, died 12th November, 1825, leaving a Minor Son.	*AZEEM-JAH, the claimant, now in right of the Nawaubship.
MAHOMED GHOUSE KHAN, who suc- ceeded his father under the Regency of his uncle, *AZEEM-JAH. Died without issue, 7th October, 1855.	

A. Prince Azeem-Jah is the second son of his late Highness Azeem-ul-Dowlah, Nawaub of the Carnatic and Soubhadar of Arcot, who made the last Treaty, and who died on the 3rd August, 1819, being succeeded in all his rights, titles, revenues, and property, as Nawaub of the Carnatic and Soubhadar of Arcot, by his eldest son, the present claimant's brother, his late Highness Azum-Jah Bahadoor, Nawaub of the Carnatic and Soubhadar of Arcot. This last prince died on the 13th of November, 1824, being succeeded in all the rights, titles, revenues, and property, as Nawaub of the Carnatic and Soubhadar of Arcot, by his only son, his late Highness Gholam Mahomed Ghouse Khan, a minor, and nephew of Prince Azeem-Jah Bahadoor, the present claimant, who, on account of *that relationship*, was appointed Regent by the East India Company, and who, moreover, being his heir, representative, and successor, according not only to Mahomedan, but also to European law and custom, is entitled to succeed his late Highness in all his rights, titles, revenues, and property, as Nawaub of the Carnatic and Soubhadar of Arcot.

3. Q. Upon what grounds did the Directors of the late East India Company rest their decision of not recognizing Prince Azeem-Jah as the legitimate heir to the musnud of the Carnatic, vacant by the death of his nephew Mahomed Ghouse Khan?

A. Upon two; the one that the ancestors (great grandfather and great uncle) of His Highness had entered into a treasonable correspondence, a charge fully disproved in Sequel No. 1; the other, that the Treaty of 1801 was *personal* to Azeem-ul-Dowlah, although it had been repeatedly recognized as a *real* Treaty. It is with this latter assertion that we have now to deal.

4. Q. What is the legal presumption as to public Treaties?

A. All jurists and writers upon international law agree in laying it down as a rule, that they are to be considered as *real* Treaties until the contrary be proved.

5. Q.. What are the Treaties connected with the claim of His Highness Prince Azeem-Jah?

A. They are five in number:

1. A Treaty, dated Paris, 10th February, 1763, between France and England.

2. A Treaty, dated 23rd July, 1768, called "A Treaty of Perpetual Friendship and Alliance by the Honourable United Company of Merchants trading to the East Indies, with the Nawaub of the Carnatic, and the Soubah of the Deccan."

3. A Treaty, dated 24th February, 1787, called "A Treaty of Perpetual Friendship, Alliance, and Security, between the said Company and His Highness the Nawaub Walajah, Soubhadar of the Carnatic."

4. A Treaty, dated 12th July, 1792, between the said Company and the said Nawaub Walajah.

5. A Treaty, dated 31st July, 1801, between the said Company and the Nawaub Azeem-ul-Dowlah, father of the present claimant, called "A Treaty for settling the Succession to the Soubhadary of the Territories of Arcot, and for vesting the administration of the Civil and Military Government of the Carnatic Payen Ghaut, in the said Company."*

6. Q. Can it be clearly and indubitably shown by internal evidence, that the above Treaties are *real* ones, and that consequently the hereditary sovereignty of the Carnatic is vested in the person of Prince Azeem-Jah? Internal Evidence

A. Yes. 1. By the 11th Article of the Treaty of 1763 (A), the succession of Mahomed Ali, otherwise called Walla-Jah, second son of Anwar-ood-Deen,† and ancestor of the present claimant, to the musnud of the Carnatic, was expressly stipulated in these words: "And in order to preserve future peace on the coast of Coromandel and Orissa, the English and French shall acknowledge *Mahomed Ali Khan (Walla-Jah) for lawful Nabob of the Carnatic.*"

2. By Article VII. of Treaty of 1768 (B), it will be seen that the Nawaub Walla-Jah, in conjunction with the East India Company, entered into a Treaty with the Nawaub Ausuf-Jah, from which it is clear that Walla-Jah was the hereditary and independent Sovereign of the Carnatic.

3. The mere recital in the preamble of the Treaty of 1787 (C), of the objects of the said Treaty, suffices to prove that the relation which was to exist between the contracting parties, was, as set forth in the title, that of *perpetual friendship, alliance, and security*, and that, consequently, Walla-Jah was an hereditary and independent Sovereign, which is, moreover, proved by the following fact:

"In a bill which was brought by the agents of Walla-Jah, in Chancery, against the English East India Company, in 1791, he was declared by the latter, and recognized by the Court, to be a sovereign prince; and the case was accordingly rejected by the Lord Chancellor as being the subject of a public treaty betwixt the parties, and, as such, not a matter of municipal jurisdiction. From this it clearly follows, that if Walla-Jah was thus treated as a Sovereign in civil matters, *à fortiori* neither he nor his successors could be amenable in criminal matters, and therefore, under international law.

4. By the Treaty of 1792 (D), which, with the consent of

* *Vide* these Treaties *in extenso* in Appendix, &c., marked A B C D E.

† *Vide Carnatic Gazetteer*, &c.

the contracting parties, superseded that of 1787, the Nawaub, Walla-Jah, agreed, as an hereditary and independent Sovereign, to certain modifications of the aforesaid Treaty (1787) of *perpetual friendship, alliance, and security*.

5. By the Treaty of 1801 (E), the preamble of which, amongst other things, says, "*The Prince Azeem-ul-Dowlah Bahadoor, has been established by the English East India Company in the rank, property and possessions, of his ancestors, heretofore Nabobs of the Carnatic,*" (which clearly shows *ancestral property*); and again, "and whereas the said Company, and His Highness the said Prince Azeem-ul-Dowlah Bahadoor, have judged it expedient that *additional* provisions should, at *this* time, be made for the purpose of supplying the DEFECTS of all former engagements, and of establishing the *connection* between the said contracting parties on a *permanent* basis, &c.;" thereby showing the *continuance* and *perpetual* character of the political relations existing between the contracting parties. The 1st Article of the Treaty says: "*The Nabob Azeem-ul-Dowlah Bahadoor is hereby formally established in the state and rank, with the dignities dependent thereon, of his ancestors, heretofore Nabobs of the Carnatic, and the possession thereof is hereby guaranteed by the Honourable East India Company to his said Highness Azeem-ul-Dowlah Bahadoor, who has accordingly succeeded to the Soubhadary of the territories of Arcot.*"

The second article of this Treaty connects it with the former one of 1792. The Treaty itself is made between the Nawaub, that is, the Sovereign of the Carnatic, on the one part, and the Governor-General on the other part, and had for objects the settling of the succession (the right of inheritance being inherent in the Nawaub) to the Soubhadary or Sovereignty of the Carnatic (Ali Houssain having been passed over, and dying without issue), and for the ceding to the Company (because the Nawaub had the power of *transmitting*, inherent in him), the exercise of portions of sovereignty, viz., the civil and military administration only, because the De Jure Sovereignty remains entire; and as the Nawaub succeeded to the "*state, rank, and dignities dependent thereon, of his ancestors, heretofore Nabobs of the Carnatic,*" those sovereign prerogatives could not have been derived from the Company. The words moreover, of this Treaty are unlimited in their application, the evident meaning being that Azeem-ul-Dowlah succeeded to the *state and rank of his ancestors, in their entirety, whatever that was*; now one of the most essential of those qualities which attached to that state and rank was, that it transmitted to *heirs or descendants*; in fact, the right was hereditary. It is also clear that Azeem-ul-Dowlah concluded the Treaty in *reference to the country and its revenues* (which latter term presupposes sovereignty), and that he made it

as an *ally* (an *hereditary* one), confirming a treaty entered into by his grandfather, Walla-Jah, in 1792. In this treaty, as was also the case in the preceding ones, the Nawaub makes all the provisions for *perpetuity*, a circumstance moreover, which, when considered in connection with the intentions of the parties, not only before and at the time when the Treaty was made, but also subsequent to the death of Azcem-ul-Dowlah, one of the contracting parties to it, clearly demonstrates that it is a *real* treaty, and not a *personal* one.

The fourth Article of the Treaty declares, that four fifths of the revenues were *for ever* vested in the Company, and the remaining one fifth *for ever* appropriated for the support of the dignity of the Nawaubship; and, moreover, the second separate explanatory article of the said Treaty states, that "it is the intention of the contracting parties that the said sum of 213,421 Pagodas, and the said sum of 621,105 Pagodas, shall be considered to be *permanent* deductions, in all times to come, from the revenues of the Carnatic."

Mr. John Malcolm Ludlow, a distinguished writer and great authority upon Indian affairs, speaking of this Treaty, says: "It seems, moreover, to have escaped his Lordship (the Governor-General), that if the Treaty of 1801 was exclusively a personal one, it must have been equally so as respects the engagements of the Nawaub towards us, and of our own towards him; and, consequently, that the transfer of the administration and revenues to the British Government must have gone with the Nawaubship—reverting, I presume, to the Nizam, as the original Suzerain;" and again: "Its (the Treaty's) permanent character had already been acknowledged, as several heirs had already succeeded under it to the musnud, and had been recognized by the Company, without any fresh treaty. The statement that there was no male heirs was so baseless, that the late Nawaub's paternal uncle, Azcem-Jah, was not only "beyond all question," by Mahomedan law, his heir and successors, but had been on several occasions officially recognized in *writing* by the Court of Directors as the next heir. Lastly, Mr. Norton declares, after fifteen years' residence in Madras, that, "foolish and improvident as the young man was, his conduct had never been of a quality approximating to what would justify such a punishment," inflicted, be it observed, not on himself, but upon his innocent heirs. "By parity of reason," as he says, "William IV. might have been forbidden to succeed George IV., and any peerage with the family estates might be confiscated for the sins of the last holder." *

Opinion of
Mr. J. M.
Ludlow.

7. Q. Having, it is hoped, incontrovertibly proved, from

* "Thoughts on the Policy of the Crown towards India." London, 1859, p. 48.

external
evidence.

the internal evidence contained in the Treaties themselves, that the hereditary sovereignty exists in the family of Azeem-ul-Dowlah, by *inheritance and succession*, can any external evidence be adduced in support of the same fact?

A. Yes, by showing what were the intentions of both parties as to the Treaties.

INTENTIONS OF THE EAST INDIA COMPANY AND THEIR AGENTS.

Intentions
of the East
India Com-
pany, &c.

1. The Governor-General (one of the contracting parties), was himself well aware that the hereditary claim clearly existed in the Treaty of 1801. This will be evident from the following extracts:

Extract from a letter 16th March, 1800, and addressed by the Governor-General to Lord Clive:

“Various rumours exist relative to the birth of the person of whom the Nawaub Omdut-ul-Omrah declares himself to be the father; it is, however, certain, *that the mother of this young man is of loose origin, and that she was never married to the Nawaub.* It is reasonable to believe that the succession of this young man would be felt as an injury to the right of the late Ameer's son, the present claimant's grandfather, by all who might think favourably of the latter's title, and all such persons would undoubtedly use every practicable effort to defeat such a succession.

“Under the circumstances *neither party could claim our support under existing treaties; and in determining to whom your support should be granted, we are at liberty to consider the security of Great Britain's interest in the Carnatic and the general prosperity of the country, and the happiness of its people, as the primary objects both of our right and duty.*

“On this principle it is manifest that, *from the candidate whom we may resolve to raise to the musnud, we may justly require the most ample pledges for the effectual remedy of the evils which now afflict the Carnatic.*

“For this purpose the successor of Omdut-ul-Omrah must be required to surrender to the Company, in the most absolute manner, the civil and military administration of the Carnatic, not retaining possession of a single fortress, nor maintaining an armed force, under any pretext whatever; no other arrangement would be adequate to the attainment of the indispensable objects which have been stated.”

Extracts (Paragraphs 13 and 14), from a letter addressed by the Governor-General to Lord Clive, and dated August 18, 1801:

“His Excellency in Council, therefore, does not consider the objection to be of sufficient force to preclude the ratification of the Treaty in its actual form, *nor does he deem the proposed alterations to be of such importance, as that they should be proposed to His Highness the Nawaub, Azeem-ul-Dowlah, at the hazard of forfeiting any of the advantages already acquired, or even of exciting any degree of alarm and jealousy in the mind of His Highness Azeem-ul-Dowlah.*”

“His Excellency in Council, however, deeming it advisable that the terms of the Treaty *should be strictly consistent with the fundamental principle of the arrangement*, in conformity to the foregoing observations, has introduced into the modified treaty a change of the terms of the preamble and of the first article, as executed by your Lordship in Council; and His Excellency in Council directs that should your Lordship be of opinion that the modified treaty may be proposed to His Highness's acceptance, *without the hazard of his dissent or displeasure, or without compromising the dignity or the public faith of Government*, which your Lordship may possibly have deemed it expedient to pledge for the acknowledgment of his hereditary title.”

2. By the following most public and unreserved admissions and recognitions, by the East India Company, that the said hereditary sovereignty did so reside in the person of Azeem-ul-Dowlah Bahadoor.

In the proclamation, dated Fort St. George, 31st July, 1801, relative to the treaty between the Company and Azeem-ul-Dowlah, and published by order of the Governor in Council (Lord Clive), it is stated in paragraph 1, “And whereas His Highness, the Nawaub Azeem-ul-Dowlah, *has succeeded by the hereditary rights of his father, and by the full acknowledgment of the Honourable Company, to the possession of the said musnud.*”

In a letter, dated Fort St. George, 1801, the Madras Government wrote to the British Resident at Hyderabad as follows: “I have the honour of stating that His Highness Azeem-ul-Dowlah, &c., &c., &c., &c., *was installed on the 31st ultimo as Nawaub Soubhadar of the Carnatic on the musnud of his ancestors.*”

On the accession of Azeem-ul-Dowlah a Declaration was transmitted to the Governors of Bombay and Ceylon, and the residents of Poonah and Hyderabad respectively, in which occurs the following passage; “And His Highness, Prince Azeem-ul-Dowlah Bahadoor, having entered into engagements for the

his illustrious ancestors, and of establishing *an adequate security for the British interests in the Carnatic*, the British Government had now resolved to execute its rights and its power, under Providence, in supporting and establishing the *hereditary pretensions of the Prince Azeem-ul-Dowlah Bahadoor, in the Soubhadary of the Carnatic.*"

On the 18th of December, 1801, in a Declaration issued by Lord Clive to all the members of the Nawaub's family, he assured them:—

1. "That the new arrangement was made to preserve to that respectable family its ancient rank among the princes of Hindostan.

2. "That when the Nawaub Azeem-ul-Dowlah was raised to the rank of Nawaub of the Carnatic, His Highness succeeded to the rights of his illustrious ancestors heretofore Nawaubs of the Carnatic."

3. "That the Nawaub Azeem-ul-Dowlah (whom God preserve) had made himself the instrument of *restoring the foundation of alliance with the British Government, and the rank and dignity of his illustrious family.*"

4. "That it is incumbent on the British Government to respect the rights acquired by His Highness by the late treaty, and it is my special duty to resist *every attempt* which may be made to encroach on those rights, or to violate the principles of the alliance now firmly and perpetually established."

Extract of letter from Fort St. George to the Court of Directors, dated 17th February, 1802:—

Para. 89.—"Having received from the Resident at Travancore an application on the part of the Rajah, requesting to be made acquainted with the channel through which his stipulated annual payments were in future to be made to his immediate superior Lord, we directed His Excellency to be informed that the *Peischcus nuzzaranahs and nuzzars* payable by His Excellency were to be transmitted, according to the ancient usage, to the Durbar of the Nabob of the Carnatic." And in a letter from Fort St. George to the Court of Directors, dated the 22nd February, 1803, it is said:—"We have the honour to inform you that, conformably to the principle already explained to your Honourable Court, the Rajah of Travancore has paid to His Highness the Nabob, as the *Sovereign of the Carnatic*, the sum of 2266 pagodas and 15 annas, in full discharge of the *Peishcush* and *Cape Comorin Nuzzuranha*, due to His Highness for the preceding Phusly." *

But the strongest admission on the part of the Company that

* This tribute was regularly paid till the death of Gholam Ghose Khan.

the Nawaub Azeem-ul-Dowlah was a Sovereign and independent Prince, is to be found in the following document:—

“We, the undersigned, the Governor in Council of Fort St. George, do hereby certify, that the Nabob Wallajah Ameer-ul-Omrah Madar-ul-Mulk Ameer-ul-Kind Azeem-ul-Dowlah Anwer-ul-Deen Cawn Bahadur Showhilt Jung, Sepah Solar Soubdar of the Carnatic, is *acknowledged and recognised by our said Government as an independent Prince, the soubadar of the Carnatic Payen Ghaut, and an ally of our said Government*; and we do further certify, that from the year 1768 hitherto, his late Highness the Nabob Wallajah, his late Highness Omdut-ul-Omrah, and his Highness the said Azeem-ul-Dowlah, being successively soubhadars of the Carnatic, and allies of the Government of Fort St. George, have severally, with their respective families, resided, and his Highness the said Azeem-ul-Dowlah doth now reside, with the approbation of the Government of Fort St. George, near Madras, and within the territories dependent upon the side of Government, for the purpose of carrying on, in concert with the Government of Fort St. George, the common and united interests of the said Government, and of the said several successive soubhadars of the Carnatic Payen Ghaut, as such allies.”

(signed) CLIVE.
WM. PETRIE.
M. DICK.

Fort St. George, 1st February, 1803.

In a political letter, dated Fort St. George, from Lord Clive, paragraph 19, his lordship wrote as follows:

“And, on the other hand, the faith of the Executive Government is pledged by a Treaty to secure to the Nabob his rights and immunities *in the same full and ample manner as they have heretofore been by His Highness's predecessors, Nabobs of the Carnatic.*”

His Majesty King George III. sent a letter to His Highness Azeem-ul-Dowlah, as follows:

“Dated at our Court of St. James's, 27th day of January, 1804, and in the fourteenth year of our reign. We congratulate your Highness *on your accession to the musnud of your ancestors.* Your Highness may be assured that we shall seize every occasion of affording you proofs of regard, and of continuing to your Highness and to your family our especial friendship and protection.” The protection of her present Majesty is, of course, hereby guaranteed.

INTENTIONS OF THE NAWAUB AZEEM-UL-DOWLAH, THE OTHER CONTRACTING PARTY TO THE TREATY.

Intentions
of the
Nawaub
Azeem-ul-
Dowlah, &c.

Shortly after his accession to the musnud, Azeem-ul-Dowlah forwarded to Lord Clive, for his Lordship's perusal, copies of two letters he proposed sending, one to the Emperor of Delhi, Shah Alum, the other to Prince Akbar Shah. Of these two letters the following are extracts :

“Influenced by the ardour of attachment, he (Azeem-ul-Dowlah) ventures to represent that * * by the support and assistance of the Honourable East India Company, in virtue of the rights of his father and grandfather, he was established in the government of the territories of the Carnatic.”

“That lately on the death of his uncle Omdut-ul-Omrah, through the support and assistance of the managers of the Honourable English Company, and agreeably to the ancient line of inheritance, he has succeeded to the Government of the territories of the Carnatic.”

In a letter addressed by the Nawaub Azeem-ul-Dowlah Bahadur, to the members of his family, he states that he gave up Chepauk “that he might preserve the most estimable object, the country of the Carnatic—a country which had devolved in a series from father to son; and by these happy means consign it to his children without interruption.”

On ascending the musnud, His Highness Azeem-ul-Dowlah Bahadur addressed a letter to His Majesty George III, in which he says, “in virtue of my right of inheritance, derived from my grandfather and father, they were pleased to instate me in the musnud of the Government of the Carnatic.” *

Succession
of Azum-
Jah, the
elder son of
of Azeem-
ul-Dowlah
Bahadur,
the elder
brother of
the present
claimant.

It should be recollected that upon the death of Azeem-ul-Dowlah, father of the present claimant, with whom the last Treaty was made (which Treaty was ignored by Lord Harris in 1855, on the alleged ground of its being personal) his eldest son Azum-Jah, the present claimant's elder brother, was declared a party to the Treaty, as proved by the following fact, viz. :—The Government agent, on the 13th December, 1819, wrote to His Highness conveying the opinion of the Governor-General, “that a new Treaty was unnecessary, as he (the Governor-General) considered His Highness to be, ipso facto, a party to the Treaty concluded with his father in 1801.”

Upon the installation of Azum-Jah, on the 3rd February, 1820, in the rank and title of Nawaub Soubhadar of the Carnatic, the Right Honourable the Governor of Madras addressed His Highness as follows: “It is with infinite satisfaction I have the

honour to congratulate your Highness upon ascending the musnud, in the direct line of hereditary succession to your late father, of blessed memory."

During the reign of Azum-Jah Sir Thomas Munro, Governor of Madras, drew up some minutes, from which the following is an extract:—

Extract from the Minutes of Sir Thomas Munro.

"By the first article (of the Treaty of 1801) The Nawaub, Azeem-ul-Dowlah Bahadoor is formally established in the state and rank, with the dignities dependent thereon, of his ancestors."

"By the 3rd article the Company 'charges itself with the maintenance and support of the military force necessary for the defence of the Carnatic and for the protection of the rights, person and property of the said Nawaub; and the said Nawaub stipulates that he will not enter upon any negotiation or correspondence with any European or native power, &c.' By this the Nawaub *does not relinquish his sovereignty*; he merely renews the article of former Treaties, by which he engaged not to correspond with foreign states without the consent of the Company."

"By the fifth article, one-fifth part of the net revenue of the Carnatic is allowed for "the maintenance and support of the said Nawaub."

"The fifth part is his claim as *Sovereign of the whole Carnatic*. It is the revenue which remains, after providing for the civil and military charges, and is probably as large a clear revenue as was received by any of his ancestors." * * *

"By the tenth article, the rank of the Nawaub as a *prince and as an ally of the British Government*, is declared. No change in the political situation of the Nawaub has taken place since 1801. *He is still Prince of the Carnatic, and he is a party to the Treaty by which one-fifth part of the revenue is secured to him.* Without a breach of the Treaty, we cannot, except with his consent, alter any of the articles, &c."

"I doubt whether the Supreme Court can legally exercise jurisdiction in the Carnatic, even in cases of private property. Had the Nawaub retained the civil administration, it certainly could not have done so, neither could it have done so under a temporary assumption similar to what had occurred at former periods. The present assumption of the country is now permanent, but the relative situation of the Company and the Nawaub are the same as in former cases of assumption. *The Nawaub is still Prince of the Carnatic, and receives in that capacity one-fifth of the net revenue,* and has a right to object to any measure which, by the increase of grants or otherwise, may tend to a diminution of his dues." *

* * "Gleig's Life of Sir Thomas Munro," Vol. II., p. 356.

The succes-
sion of
Gholam
Ghouse
Khan

On the death of Azum-Jah, on the 12th of November, 1825, the accession of his successor Gholam Ghouse Khan, the nephew of the present claimant, was announced in the following words:—

“His Highness Gholam Mahomed Ghouse, only son of His Highness Azam-Jah Bahadoor, was, on the 22nd December, 1825, proclaimed successor to his deceased father in the rank and title of Nawaub Soubhadar. During the minority of the Nawaub, the affairs of the Durbar will be conducted by His Highness Azeem-Jah Bahadoor, brother of the late Nawaub, with the title of Naib-i-Mooktar,” (Regent).

Recognition
of the
present
claimant

In paragraph 10 of a general letter from the Hon. the Court of Directors, dated the 14th of January, 1829, it is said, “the Nawaub being an infant and in declining health, and the Naib-i-Mooktar *being next heir in case of his demise*,” &c., &c.

The Honourable the Court of Directors, in a public letter to the Madras Government, dated 14th July, 1824, in reply to a communication from that authority, notifying the appointment of Dr. Scott as Physician to the Durbar of the Nawaub, then recently deceased, and the appointment of Prince Azeem-Jah as Naib-i-Mooktar or Regent to his nephew, expressed their approval of the former proceeding on the ground of the Naib-i-Mooktar *being the next heir*, in case of his decease.

In 1843, the Marquis of Tweeddale, then Governor of Madras, thus again expressly recognized Prince Azeem-Jah's right to succeed the Nabob on his death:—

“The Most Noble the Governor in Council is of opinion that the individuals named in the margin (Gholam Moortoozah Khan, Syed Curremoodeen) have no claim to the privilege of exemption from jurisdiction of the Supreme Court, and accordingly, directs that their names be struck off the lists received with the foregoing communication.”

“His Lordship in Council observes that his Highness Prince Azeem-Jah Bahadoor does not hold the place in List No 1 to which he is entitled in consideration of the position he lately occupied in communication with the British Government, and of that he still holds in relation to his Highness the Nabob *and to his succession to the musnud*. It is therefore resolved that the name of Prince Azeem-Jah Bahadoor be placed in the first list of male relations of his Highness the Nabob; in other respects, with the exemptions above recorded, the revised lists proposed by his Highness the Nabob of the Carnatic appear to require no modification.”

Mr
Norton's
opinion.

Mr. Norton, one of the greatest ornaments of the Madras bar, speaking of the above quotations, says “it is abundantly clear from them that up to a comparatively recent period, at any rate, no notion was entertained of depriving Prince Azeem-Jah of his

rights on the ground *that the Treaty was purely personal*. Nothing short of the annexation mania of Lord Dalhousie could have imagined such an open robbery, in spite of treaty, law, fact, reason, public faith, honour and honesty." *

Lastly. Lord Harris in his minute dated 25th October, 1855, para. 11, says, "Doubtless there are expressions in the Treaty which may be considered *as referring to an hereditary succession*."

8. Q. Can the authority of Vattel, as quoted by Lord Harris in the annexed minute, paras. 43, 44, and 47, be shown to be inapplicable to the case in question?

A. Certainly, as to 43 the Carnatic is *de jure* an independent state: as to 44, his Highness Prince Azeem-Jah is, *de jure*, a sovereign; and as to 47, Vattel speaks of a contract between a sovereign and a subject, and, therefore, his dictum is inapplicable.

9. Q. Would the *personality* of the Treaty have been established even supposing the charge of treasonable correspondence to have been proved, which it most assuredly was not?

A. No, because international law recognizes no such principle, as that an act of hostility to a government (see Sequel No. 1) forfeits the sovereignty of the hostile power, even although that hostility were open and established, which, in the present case, it most certainly was not. In fact, the reason why the property of an individual is forfeited by the English law, is, because the lands are all supposed to be held mediately or immediately of the Crown; and the property having been acquired under the Government, it is proper that it should revert to the source from whence it flowed. But these relations do not apply in the present case. The Company and the Nabob were joined only by a federal union, which equalized their claims, without conferring on either a paramount authority. Where the union was inconvenient, the federal tie might be dissolved; but neither could assume the property of the other. As to the ~~palpable~~ injustice of punishing the son for the alleged delinquencies of a ~~father~~, who died before being convicted of any offence, it may be observed, that even by the law of England, when the accused has paid the great debt of nature before conviction, his responsibility to the parent state is supposed to have terminated also; nor are the children required to pay the sufferance of forfeiture for their father's delinquency.

Hence, the premises being false, the conclusion, viz., that the Nawaub Azeem-ood-Dowlah was solely indebted for his titular sovereignty, and the pecuniary and other rights annexed to it, to the grace and favour of the British Government, is altogether incorrect, and an erroneous representation of

the basis of the treaty entered into with that Nawaub. The Government of India, no doubt, selected Azeem-ul-Dowlah; but it was not to that Government, but to the rights, dignities and possessions of the Nawaubs of the Carnatic, that he was indebted for his titular sovereignty, and for the pecuniary and other rights annexed to it by treaty. The rights, indeed, of these Nawaubs, whether they be titular, gubernatorial, or territorial, are expressly hereditary and independent in their nature, without any limitation to the succession, as appears by all the treaties between them and other powers, whether Indian or European.

10. Q. Can any case be adduced similar to that of the Carnatic, and in which judgment was pronounced nullifying the East India Company's claim to paramount authority?

A. Yes, in that of the Ranee of Tanjore, the Company having maintained that on the death of the last Maharajah, the *Raj* was extinct, and that they had a right to the property of his late Highness; and the Supreme Court of Madras having decreed against them, an appeal was made to the Privy Council. On this occasion Sir R. Bethell (now Lord Chancellor) denounced the act of the Company in the following terms:—

Opinion of Sir R. Bethell, now Lord Chancellor. “By what principle, by what species of law, on what ground of reasoning are you to justify the *ergo* of the East India Company, that *because* the Rajaship had ceased to exist, *ergo*, the East India Company are entitled to come in and take possession; to appropriate to themselves everything that belongs to the Rajaship of Tanjore? *It is one of the most astonishing, one of the most frightful things in the point of justice, of reason and of law, that I ever met with!* Who made the East India Company the *Ultimus Hæres* of the Rajah of Tanjore? Who gave them the right to enter and take possession, because they pronounced that the dignity, the kingdom, the sovereignty has come to an end? *There is not one particle of justice, or law, or of principle, that can be brought forward for a moment to maintain this proposition.*” And again:—

“If I grant for a moment that certain portions of the prerogative are given to the East India Company, the question remains whether the thing done has been done by virtue of that prerogative? Now have your lordships found anywhere, or can you point anywhere to the particular words of any charter, to the language of any act of Parliament, to anything that can be pleaded to justify a thing done by the East India Company, of seizing upon this estate of Tanjore? I dwell upon that, and for this reason—a sovereign power has no necessity to give a reason;

it is sufficient for the sovereign power to say *sic volo sic jubeo*; but one individual or a number of individuals having no pretence to be regarded as a sovereign power, but deriving from their own legitimate sovereign certain powers and authorities, can only use their borrowed light, may only avail themselves of their delegated authority, for the justification of those things that come within the orbit and scope of that authority. If the argument, therefore, should avail the East India Company, the East India Company should have said, we have got here given to us by the Crown authority and power, *per fas aut nefas*, to seize anything within the geographical limits of India. If it is fully expounded, it comes to this frightful thing: they had authority to make war on the heathen, and to *plunder the heathen* just as they thought proper, and that for whatever they did in the exercise of this system of *rapacity* they claimed the authority of the British Crown, and say, 'We have the power to do this, and we have the right to do it, and do not complain of us; complain of the English Crown that has authorized the commission of the deed.'"

Lord Kingsdown in delivering the judgment of the Judicial Committee, declared in the most express terms "that there was no pretence, legal or moral, for asserting that the Raj (of Tanjore) was extinct, and that the Crown or Company had no right either to the Raj or the private property."

Lord Kings-
down's
judgment.

The cases of the Carnatic and Tanjore being therefore identical in principle, can we, to quote the words of Mr. Ludlow, hope that "all treaties and engagements" made with them (the Company) "will be scrupulously maintained," will convey entire assurance for the future, whilst the past interpretation of such treaties as I have quoted by the Governor-General is held to stand good? Why are the same words to be used in one sense for the Queen of England, in another for her native allies? What "true allegiance" can be borne to her "heirs and successors" when the most solemn guarantees to the "heirs and successors" of native princes have been set at nought? *

In *résumé*, it may be stated that it has been the endeavour to show (and it is hoped with success) that the Treaty of 1801 was not a *personal*, but a *real* treaty.

1. By the internal evidence contained in the Treaties.
2. By the intentions of the East India Company and their agents, one of the contracting parties.
3. By the intentions of the Nawaubs, the other contracting party.
4. By the acts of the East India Company and of their agents subsequently to the death of Azeem-ul-Dowlah, with whom the Treaty was concluded, and which, after a space of sixty years, was ignored as *personal* by Lord Harris and his supporters.

* "Thoughts on the Policy of the Crown towards India," p. 49.

5. By the recognized hereditary successions under the Treaties.

6. By the fact that Prince Azeem-Jah has been recognized as successor by the late East India Company, by the Local Government, and also that he is shown to be such by the fact that up to this moment he is exempted from Municipal Law.

By the fact that the pecuniary offer made to Prince Azeem-Jah by the late East India Company, is a clear admission and recognition of his claim under the Treaties.

By the non-acceptance by Prince Azeem-Jah of the above offer made to him by the East India Company, and his persistence in such refusal up to the present moment, and even for the future, proving that the case is still open; this fact is further strengthened by the consent of Sir Charles Wood to go fully into the merits of the case—a circumstance which is of itself sufficient to prove that Prince Azeem-Jah's claim is still pending, and that the decision upon it will be not that of the late Government, but of the present *régime*. This decision is now anxiously awaited, not by his Highness Prince Azeem-Jah only, but also by the Princes of India who will regard it as a test of the sincerity of the promises made in Her Majesty's Proclamation of the 1st November, 1858.

Copies of this "Sequel" will be forwarded—

1. To the Members of both Houses of Parliament.
2. To the heads of all Law Institutions of Great Britain and India.
3. To all the social and political Clubs of Great Britain and India.
4. To all the Colleges and Universities of Great Britain and India.
5. To all the Native Princes of India.

His Highness's case is now under the consideration of the Indian Council; and as the Right Hon. Secretary, Sir Charles Wood, declared in Parliament on the 25th of July, 1861, in reply to the remarks of Mr. Layard on the injustice of the late Government's treatment of Prince Azeem-Jah, that "he," Sir Charles Wood, "generally concurred with the remarks of the Right Hon. Member, and *was quite willing to ENQUIRE FULLY into the merits of the case,*" there is every hope, that from the well-known liberality of feeling and love of justice which actuate that Right Hon. gentleman, His Highness's case will be favourably decided.

The present tract will be immediately followed by others, for the purpose of more fully explaining and advocating the same cause.

APPENDIX.

PROCLAMATION.

BY HER GRACIOUS MAJESTY THE QUEEN, TO THE PRINCES,
CHIEFS, AND PEOPLE OF INDIA.

VICTORIA, *by the grace of God, of the United Kingdom of Great Britain and Ireland, and of the Colonies and Dependencies thereof, in Europe, Asia, Africa, America, and Australasia,* QUEEN, DEFENDER OF THE FAITH.

WHEREAS, for divers weighty reasons, we have resolved, by and with the advice and consent of the Lords spiritual and temporal and Commons in Parliament assembled, to take upon ourselves the Government of the territories in India, heretofore administered in trust for us by the Honourable East India Company:

Now, therefore, we do by these presents notify and declare that, by the advice and consent aforesaid, we have taken upon ourselves the said government, and we hereby call upon all our subjects within the territories to be faithful and to bear true allegiance to us, our heirs, and successors, and to submit themselves to the authority of those whom we may hereafter, from time to time, see fit to appoint, to administer the government of our said territories, in our name and on our behalf.

As we, reposing especial trust and confidence in the loyalty, ability and judgment of our right, trusty and well-beloved cousin and councillor, Charles John Viscount Canning, do hereby constitute and appoint him, the said Viscount Canning to be our first Viceroy and Governor-General in and over our said territories, and to administer the government thereof in our name, and generally to act in our name and on our behalf, subject to such orders and regulations as he shall from time to time receive from us through one of our principal Secretaries of State.

And we hereby confirm in their several offices, civil and military, all persons now employed in the service of the Honourable East India Company, subject to our future pleasure, and to such laws and regulations as may hereafter be enacted.

We hereby announce to the native Princes of India, that all treaties and engagements made with them, by or under the authority of the Honourable East India Company are by us accepted, and will be scrupulously maintained; and we look for the like observance on their part.

We desire no extension of our present territorial possessions; and while we will permit no aggression upon our dominions, or our rights to be attempted with impunity, we shall sanction no encroachment on those of others. We shall respect the rights, dignity, and honour of our native Princes as our own, and we desire that they, as well as our own subjects, should enjoy that prosperity and social advancement which can only be secured by internal peace and good government.

We hold ourselves bound to the natives of our Indian territories, by the same obligations of duty which bind us to all our other subjects; and those obligations, by the blessing of Almighty God, we shall faithfully and conscientiously fulfil.

Firmly relying ourselves on the truth of Christianity, and acknowledging with gratitude the solace of religion, we disclaim alike the right and the desire to impose our convictions on any of our subjects. We declare it to be our Royal will and pleasure that none be anywise favoured, none molested or disquieted, by reason of their religious faith or observances, but all shall alike enjoy the equal or impartial protection of the law; and we do strictly charge and enjoin all those who may be in authority under us, that they abstain from all interference with the religious belief or worship of our subjects, on pain of our highest displeasure.

And it is our further will that, so far as may be, our subjects, of whatever race or creed, be freely and impartially admitted to offices in our service, the duties of which they may be qualified, by their education, ability, and integrity, duly to discharge.

We know and respect the feelings of attachment with which the natives of India regard the lands inherited by them from their ancestors, and we desire to protect them in all rights connected therewith, subject to the equitable demands of the State; and we will that, generally, in framing and administering the law, due regard be paid to the ancient rights, usages, and customs of India.

We deeply lament the evils and misery which have been brought upon India by the acts of ambitious men, who have deceived their countrymen by false reports and led them into open rebellion. Our power has been shewn by the suppression of that rebellion, in the field; we desire to shew our mercy by pardoning the offences of those who have been thus misled, but who desire to return to the path of duty.

Already in one province, with a view to stop the further effusion of blood, and to hasten the pacification of our Indian dominions, our Viceroy and Governor-General has held out the expectation of pardon on certain terms, to the great majority of those who, in the late unhappy disturbances, have been guilty of offences against our government, and has declared that punishment will be inflicted on those whose crimes place them beyond the reach of forgiveness. We approve and confirm the said act of our Viceroy and Governor-General, and do further announce and proclaim as follows:—

Our clemency will be extended to all offenders, save and accept those who have been or shall be convicted of having directly taken part in the murder of British subjects.

With regard to such the demands of justice forbid the exercise of mercy.

To those who have willingly given an asylum to murderers, knowing them to be such, or who may have acted as leaders or instigators in revolt, their lives alone can be guaranteed; but, in apportioning the penalty due to such persons, full consideration will be given to the circumstances under which they have been induced to throw off their allegiance, and large indulgence will be shewn to those whose crimes may appear to have originated in a too credulous acceptance of the false reports circulated by designing men.

To all others in arms against the government, we hereby promise unconditional pardon, amnesty, and oblivion to all offenders against ourselves, our crown, and dignity, on their return to their homes and peaceful pursuits.

It is our Royal pleasure that these terms of grace and amnesty should be extended to all those who comply with their conditions before the first day of January next.

When, by the blessing of Providence, internal tranquillity shall be restored, it is our earnest desire to stimulate the peaceful industry of India, to promote works of public utility and improvement, and to administer its government for the benefit of all our subjects resident therein. In their prosperity will be our strength, in their contentment our security, and in their gratitude our best reward. And may the God of all power, grant unto us, and to those in authority under us, strength to carry out these our wishes for the good of our people.

Proclaimed throughout India, November 1, 1858.

(A).

ELEVENTH ARTICLE OF THE TREATY OF PARIS, 1763.

IN the East Indies Great Britain shall restore to France, in the condition they are now in, the different factories which that power possessed, as well on the coast of Coromandel and Orixá, as on that of Malabar, as also in Bengal, at the beginning of the year 1749. His most Christian Majesty renounces all pretences to the acquisitions which he made on the coast of Coromandel and Orixá since the said beginning of the year 1749. His most Christian Majesty shall restore, on his side, all that he may have conquered from Great Britain in the East Indies during the present war, and will expressly cause Nattal and Tapanouilly in the island of Sumatra to be restored; he engages farther not to erect fortifications, nor to keep troops, in any part of the dominions of the Subah of Bengal. And in order to preserve future peace on the coast of Coromandel and Orixá, the English and French shall acknowledge *Mahomet Ali Khan* for lawful Nabob of the Carnatic, and *Salabat Jing* for lawful Subah of the Decan; and both parties shall renounce all demands and pretensions of satisfaction with which they might charge each other, or their Indian allies, for depredations or pillage committed, on the one side or the other, during the war.

TREATIES.

(B).

A TREATY OF PERPETUAL FRIENDSHIP AND ALLIANCE WITH THE NABOB OF THE CARNATIC. AND THE SOUBAH OF THE DECAN, 1768.

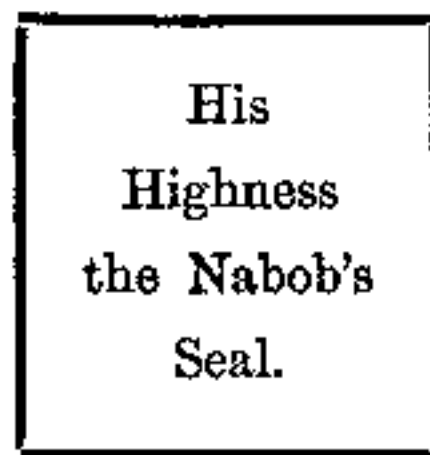
A Treaty of perpetual Friendship and Alliance, made and concluded at FORT ST. GEORGE, between the Honourable UNITED COMPANY OF MERCHANTS OF ENGLAND TRADING TO THE EAST-INDIES, in Conjunction with the NABOB WOLAU JAU OMDET-UL-MULCK UMMEER-UL-HIND SERAJAH DOWLAH ANNEVERDEEN KHAN BEHAUDER MOONSOOR JUNG SIPPA SARDAR of the CARNATIC PAYEN GAUT, on the one Part, and the GREAT NABOB, high in Station, AUSUPH JAU NIZAM-UL-MULCK MEER NIZAM ALLY KHAN BEHAUDER PHUTTAH JUNG SIPPA SARDAR, SOUBAH of the DECAN, on the other Part; by the Honourable CHARLES BOURCHIER, ESQ., President and Governor of FORT ST. GEORGE, and the Council thereof, on Behalf of the said ENGLISH EAST-INDIA COMPANY; the NABOB WOLAU JAU OMDET-UL-MULCK, on behalf of himself, as NABOB of the CARNATIC; and the NABOB RECUN-UD-DOWLAH DEWAN, invested with full powers, on behalf of the said NABOB AUSUPH JAU NIZAM-UL-MULCK, his Heirs and Successors, as SOUBAH of the DECAN. Done on the 23rd day of FEBRUARY, in the year 1768 of the Christian era, and on the 4th of the moon SHEVAUL, in the year of the Higeria 1181.

ARTICLE VII. The exalted and illustrious Emperor, Shaw Allum, having been pleased, out of his great favour and high esteem for the Nabob Wolau Jau, to give and to grant to him, and his eldest son Meyen-ul-Mulck Omdet-ul Omrah, and their heirs, for ever, the government of the Carnatic Payen Gaut, and the countries dependent thereon, by his royal Firmaund, bearing date the 26th of August, 1765, or the 27th of the moon Zuphur, in the 6th year of the said Emperor's reign; and the Nabob Ausuph Jau Nizam-ul-Mulck, &c., having also, out of his affection and regard for the said Nabob Wolau Jau, released him, his son Meyen-ul-Mulck, &c., and their heirs in succession, for ever, from all dependence on the Decan, and given him a full discharge of all demands, past, present, and to come, on the said Carnatic Payen Gaut, by a Sunnud, under his hand and seal, dated the 12th of November, 1766; in consideration of the said Nabob Wolau Jau having paid the Soubah five lacks of Rupees, it is now agreed and acknowledged, by the said Ausuph Jau Nizam-ul-Mulck, that the said Nabob Wolau Jau, and after him his son, Meyen-ul-Mulck, and their heirs in succession, shall enjoy, for ever, as an Ultamgau, or free gift, the govern-

ment of the Carnatic Payen Gaut, in the fullest and amplest manner, the said Nabob Ausuph Jau promising and engaging, not to hold or keep up any kind of correspondence with any person or persons in the Carnatic Payen Gaut, or in the Sircars before and now ceded to the English Company, except the said Nabob Wolau Jau, or the said English Company, by the means of their President and Council of Madras, who, on their part, in conjunction with the said Nabob Wolau Jau, engage likewise not to hold or maintain any correspondence with any person or persons in the Decan, except the Nabob Ausuph Jau, his Dewan, and the securities, whose names are hereunto subscribed.

(C).

TREATY WITH THE NABOB MAHOMED ALLI, 1787.



Treaty of perpetual Friendship, Alliance, and Security, concluded between the Honourable MAJOR GENERAL SIR ARCHIBALD CAMPBELL, Knight of the Bath, President and Governor of Fort St. George, and the Council thereof, on the Part of the UNITED COMPANY OF MERCHANTS OF ENGLAND TRADING TO THE EAST-INDIES, and his Highness the NABOB WALAJAU OMDIT-UL-MULK UNMEER-UL-HIND ASOPH DOWLA ANEWERDEEN KHAN BEHAUDER ZAPHER JUNG SIPPA SALAR SAUBADAR OF THE CARNATIC, on Behalf of himself, his Heirs, and Successors.

The Court of Directors of the Honourable United East-India Company having taken into their serious consideration the great advantages which may be attained, by improving the blessings of peace now happily re-established on the Coast of Coromandel and the Carnatic, and considering the present hour the best suited for settling and arranging, by a just and equitable Treaty, a plan for the future defence and protection of the Carnatic and the Northern Sircars, on a solid and lasting foundation, have communicated these their sentiments to his Highness the Nabob of the Carnatic; who being fully impressed with the propriety and wisdom of such an arrangement, has for himself, his heirs, and successors, adjusted and concluded a solid and permanent Treaty with the President and Council of Fort St. George, upon the principles and conditions hereinafter mentioned: in consequence whereof it is

military peace establishment; and also that, for discharging the expence of war, in the event of a war breaking out in the Carnatic or on the Coast of Coromandel, certain contributions or proportions of the revenues of the contracting parties shall be united into one common stock, to be applied for their mutual security and defence. And as it is necessary that the application of the said contributions, both for peace and war, shall be reposed in the United Company or their representatives, together with the direction of the war, the command of the army, magazines of stores and provisions (the granaries and present magazines of his Highness the Nabob excepted) with full power to occupy or dismantle such forts as by them shall be deemed necessary for the general security, the said contracting parties do hereby solemnly engage and agree, for themselves and their successors, to and with each other, in manner following, that is to say.

ARTICLE I. The friends and enemies of his Highness the Nabob of the Carnatic and of the English United East-India Company shall be considered as the friends and enemies of both.

ARTICLE II. His Highness the Nabob of the Carnatic will contribute towards the military peace establishment and shall pay into the treasury of the said United Company the annual sum of nine lacks of Pagodas, to commence in the Fuzelly 1197, corresponding to the 12th July 1787, as his fixed proportion, divided into Kists, payable at the following periods, that is to say :

30th November	-	-	-	-	3,00,000
31st March	-	-	-	-	6,00,000
					<hr/>
Star Pagodas					- 9,00,000
					<hr/>

ARTICLE III. That the Honourable East-India Company will, in like manner, contribute, and with the aid of Tanjore, shall pay and make good such further sums as may be necessary to discharge the expence of the military peace establishment, beyond the said annual contribution of his Highness already mentioned.

ARTICLE IV. That, for the satisfaction of his Highness the Nabob of the Carnatic, his heirs and successors, the President and Council of Fort St. George shall furnish his Highness, annually, with an accurate account, shewing the number of troops maintained, and the names and situations of the garrisons supported by the annual contributions, and particularly the troops and garrisons maintained by the nine lacks of Pagodas, annually contributed by his Highness to the general defence.

ARTICLE V. In case of failure of the punctual payment of the nine lacks of Pagodas already mentioned, to the amount of one lack of Pagodas in any Kist, for the period of one month after the same shall become due, his Highness the Nabob agrees that certain districts, specified in the Schedule, shall be mortgaged to the United Company

to appoint superintendants or receivers, to collect and receive from the Nabob's Amuldars all the rents, revenues, duties, customs, and Pesh-cush of the said districts; and these superintendants or receivers shall exercise all necessary authority for collecting such rents, revenues, &c. giving regular receipts for all the monies which may be received by the said superintendants, who shall have full power to inspect and examine all Cutcherry receipts and accounts of the lands and districts aforesaid, as well as to ascertain the state of all other revenues which shall be collected annually from customs, or from the Zemindars or Poligars, tributaries to his Highness within the said districts; and when the full amount for which such districts stood answerable shall have been paid to the Company, the superintendant or receiver shall be immediately recalled.

ARTICLE VI. At the appointment of the superintendant or receiver, the Nabob will furnish the Company with the obligations the Amuldars of each district shall have given the Sircar, and if they do not pay the money punctually to the superintendant or receiver, agreeable thereto, the Nabob, at the request of the Governor in Council, will immediately dismiss the said Amuldars, and appoint, by Sunnuds, such others in their stead, as the President in Council of Fort St. George shall recommend, after taking from them the usual obligations which shall be delivered to the Company by his Highness.

ARTICLE VII. That the exercise of power over the said districts and farms, by virtue of the conditions mentioned in the fifth and sixth articles, in case of failure in the payment of any of the said Kists, shall not extend, or be construed to extend, to deprive his Highness the Nabob of the Carnatic, or his successors, of the civil government thereof, the credit of his family, or the dignity of his illustrious house, but that the same shall be preserved to him and them inviolate, saving and excepting the powers in the foregoing articles expressed and mentioned.

ARTICLE VIII. That in the event of any war breaking out in the Carnatic or on the Coast of Coromandel, the said United Company shall charge themselves with the direction, order, and conduct thereof, and during the continuance of such war, shall apply four-fifths of their whole revenues in the Carnatic and the Northern Sircars, annually, to the military expenses of the war. To remove every doubt, on the part of his Highness, of any secretion or diversion of the said revenues from the purpose aforesaid, his Highness the Nabob of the Carnatic, in behalf of himself, his heirs, and successors, shall have full power and authority, during such war, to appoint one or more inspectors or accomptants, to inspect and examine the Cutcherry receipts of all the districts of the Company in the Carnatic and the Northern Sircars, as well as the state of all the other revenues collected from the Customs, from the Zemindars and Poligars tributary to the Company.

ARTICLE IX. That in the like event, his Highness the Nabob of the Carnatic, after deducting from the whole amount of his revenues

and 21,366 Pagodas annually, for charities, shall and will pay into the treasury of the said United Company four-fifths of his revenue to the general expense of such war, to be applied in such manner as the said United Company, or their representatives, shall find necessary for their common safety and interests, as also for the interest of their allies in the Carnatic and on the Coast of Coromandel; and it is moreover agreed, that his Highness's proportion of the debts of the war will henceforth be settled at twenty-five fifty-one parts.

ARTICLE X. For the more effectual security of the payment of four-fifths of the revenues of his Highness, annually, to the military expenses of the war, and to remove every doubt, on the part of the Company, of any secretion or diversion of the said revenues from the purpose aforesaid, the President and Council of Fort St. George, in behalf of the Company, shall have full power and authority, during such war, to appoint one or more inspectors or accomptants, to inspect and examine the Cutcherry receipts of all the countries and districts of the Nabob, as well as the state of all the other revenues collected from the customs, and from the Zemindars and Poligars tributaries to his Highness; and in case the said four-fifths of the revenues, or any parts thereof, are diverted from the discharge of the current expenses of the war, or the debts or expenses incurred thereby, the said United Company shall have full power to appoint superintendants and receivers over the said countries and districts of the Nabob, in the manner specified in the fifth article of this Treaty, respecting the districts mentioned in Schedule No. 1, with the same authority, and under the like restrictions and conditions expressed in case of failure.

ARTICLE XI. That the said annual four-fifths, payable from the revenues of his Highness the Nabob of the Carnatic, shall, after the termination of the war, continue to be applied to the discharge of all debts and expenses that may be incurred or arise, during the course of the war, until his proportion of twenty-five fifty-one parts is paid off and discharged.

ARTICLE XII. It is expressly understood and declared, that so soon as the expences incurred by the war are paid off and discharged, the superintendants and receivers shall be immediately recalled: and it is further expressly declared, that the eleventh article shall not have any retrospect to the expences of any war, antecedent to the date of this Treaty.

ARTICLE XIII. That after the termination of such war, and during the application of the said gross revenues to the debts and expences thereof, the second, third, fourth, fifth, and sixth articles of this Treaty shall be and remain dormant, and be of no effect: but shall recommence and regain their full force and validity, from and immediately after all the debts and expences of such war have been fully and proportionally paid off and discharged.

ARTICLE XIV. In case his Highness shall, at any time, have occasion for any number of troops, for the security and collection of

vernment of his dominions, the said United Company shall and will furnish a sufficient number of troops for that purpose, on a public representation being made by his Highness to the President in Council of Fort St. George of the necessity of employing such a force, and the objects to be attained thereby. In case of the march of such troops, the additional Batta, and expences attending their movements, will be annually discharged by his Highness, at the end of each year.

ARTICLE XV. Whenever the Company shall enter into any negotiations, wherein the interests of the Carnatic and its dependencies may be concerned, the President in Council of Fort St. George shall communicate the proceedings to his Highness the Nabob of the Carnatic, as the firm ally of the Company: and although the direction of the combined force of the country is committed entirely to the Honourable Company or their representatives, it is nevertheless understood, that his Highness shall be informed of all measures which shall relate to the declaring of war or making peace with any of the princes and powers of Hindostan, so far as the interests of the Carnatic may be immediately concerned therein, and the name of his Highness shall be inserted in all Treaties regarding the Carnatic, and his Highness will not enter into any political negotiations or controversies with any state or power, without the consent or approbation of the President in Council of Fort St. George.

ARTICLE XVI. Nothing in this Treaty contained shall be understood to injure the claim of his Highness the Nabob to the Tanjore country.

ARTICLE XVII. Should there be any essential failure in the crops in time of peace, owing to the want of rain, or any other unforeseen calamity, a deduction shall be made in the Nabob's Kists, to the extent of the injury which the revenues may sustain, as shall be estimated and fixed on by the Governor in Council, to whom his Highness grants full power and authority to appoint one or more superintendants and accomptants to inspect and examine the Cutcherry receipts of all the countries and districts of his Highness the Nabob of the Carnatic, for the purpose of ascertaining the amount of such deduction, which is to be carried as a charge to the account current of his Highness.

ARTICLE XVIII. It is hereby stipulated, that the conditions mentioned in the Articles of Agreement between the President and Council of Fort St. George and his Highness the Nabob, dated the 28th June 1785, for payment of four lacks of Pagodas annually to the Honourable Company, shall be null and void, the same being comprehended and included in the conditions of the present Treaty.

ARTICLE XIX. It is further stipulated, that the said Articles of Agreement, dated the 28th June, 1785, as far as relate to the discharge of the debts of his Highness the Nabob, shall be and continue in full force and virtue.

In confirmation of all the articles in the preceding Treaty, the President and Council of Fort St. George, invested with full power on

ments, of the same tenor and date, at Fort St. George, on the 24th day of February, in the year of the Christian era 1787; and his Highness the Nabob Wallaujah, for himself, his heirs, and successors, hath also subscribed and sealed the same instrument at Chepauk House, the 5th day the moon Jemmady, in the year of the Higera 1201.

(Signed) ARCHIBALD CAMPBELL,
ALEXANDER DAVIDSON,
JAMES HENRY CASAMAJOR.

(Signed) JOHN MACPHERSON,
JOHN STABLES.

(Signed) JOHN CHAMIER,
Secretary.

CHARLES BONNY,
Secretary.

A. M. CAMPBELL,
Secretary to the Government.

A true Copy,
(Signed) W. C. JACKSON,
Deputy Secretary.

(D).

TREATY WITH THE NABOB MAHOMED ALLI,
DATED IN 1792.

*Treaty between the HONOURABLE EAST-INDIA COMPANY and the
NABOB OF ARCOT, July 1792.*

Whereas a certain engagement, entered into between the Honourable English East-India Company and his Highness the Nawab of the Carnatic, bearing date the 24th February 1787, for the purpose of cementing an everlasting friendship with each other, and of contributing mutually towards the defence of the Carnatic and countries dependant thereon, whereby it was stipulated that the said Company should maintain a military force, and that the said Nawab should pay annually a certain sum of money arising from the revenues of the Carnatic, and should furnish sufficient and satisfactory security, under certain conditions expressed in the said engagement, for the regular payment of the sum stipulated to the said Company: and whereas it appears by the representation of the said Nawab, contained in a certain letter addressed by him to the Governor General, &c. &c. dated the 18th of the month Shawal, 1206 Higera (corresponding with the 9th June, 1792) that the resources of the Carnatic are not competent to enable him to perform the stipulations in the said en-

gagement; and whereas it further appears, that the security which the said Nawaub agreed in the above-mentioned engagement to furnish, for the due payment of the stipulated sum to the said Company, is in its nature inadequate to the end intended; and whereas certain agreements have also been entered into between the said Company, and the said Nawaub, for the discharge of certain debts due by the said Nawaub to private persons, it has been mutually agreed, in consequence of the above-written circumstances, that the engagement aforesaid shall henceforth be considered by the contracting parties as annulled, and no longer of effect or in force, and, in lieu thereof, the Right Honourable Charles Earl Cornwallis, Knight of the Most Noble Order of the Garter, Governor General, &c. &c. &c. invested with full powers, on the part of the said Honourable English East-India Company, to direct and controul the affairs of the said Company in the East-Indies, in the name of and for the said Company, their heirs and successors, on one part, and the Nawaub Wallah Jah Ameer-ul-Hind Omdut-ul-Moult Asophnul-Dowlah Unevah-ul-Deen Khan Behauder Zuffer Jung Sepah Salar Nabob of the Carnatic, in his own name, and for himself and his successors, his eldest son Nabob Omdut-ul-Omrah Najun-ul-Moult Assud-ul-Dowlah Hassein Ally Khan Behauder Zool Sircar Zung, and his heirs and successors, on the other part, agree to the following articles, which shall be binding on the respective contracting parties for the purposes contained therein, notwithstanding all or any of the conditions stipulated in the engagement dated the 24th February 1787 to the contrary.

ARTICLE I. The friends and enemies of either of the contracting parties shall be considered the friends and enemies of both.

ARTICLE II. In order to execute the foregoing article in its full extent, the Honourable English East-India Company agree to maintain a military force, and the Nawaub Wallah Jah Behauder agrees to contribute annually a certain sum of money, hereinafter-mentioned, as his share of the expense of the said military force; the said Nawaub further agreeing, that the disposal of the said sum, together with the arrangement and employment of the troops supported by it, shall be left entirely to the said Company.

ARTICLE III. It is hereby also agreed, that for the further security and defence of the countries belonging and subject to the contracting parties in the Carnatic, &c., that all forts shall be garrisoned by the troops of the said Company: and in the event of war breaking out in the Carnatic and countries appertaining to either party, and dependant on the Carnatic or contiguous thereto, it is agreed, for the better prosecution of it, that as long as it should last, the said Company shall possess full authority over the Carnatic (except the Jaghires belonging to the family of the said Nawaub, amounting to Star Pagodas 2,13,911, which, on condition of the good behaviour of the Jaghiredars of the said Jaghires, and of their fidelity to the said Nawaub and to the said Company, shall be continued to them, subject to the pleasure of the said Nawaub only, and except also certain

charities, amounting to Star Pagodas 21,866, subject to the same conditions as are mentioned with respect to the Jaghires) and shall collect the revenues thereof, the said Company hereby engaging that, during such war, they will pay to the said Nawaub one-fifth share of the net revenue arising therefrom, and that, at the conclusion of the war, the Carnatic shall be restored to the said Nawaub, except in certain cases, which are hereinafter mentioned.

ARTICLE IV. The Nawaub Wallah Jah agrees to pay to the said Company, for the purpose of mutual defence, the sum of nine lacks of Star Pagodas annually, as his share of the expence for the military force; and also in consequence of certain agreements entered into by him with the said Company, and guaranteed by the Parliament of Great Britain, for the purpose of liquidating certain debts due by the said Nawaub, a further sum of 6,21,105 Star Pagodas annually, which further sum of 6,21,105 Star Pagodas shall cease on the full liquidation of the debts above mentioned, and the sum of 9,00,000 of Star Pagodas only shall continue to be paid by the said Nawaub to the Company.

ARTICLE V. The said Nawaub having agreed to pay the aggregate sum of 15,21,105 Star Pagodas, as mentioned in the fourth article, determines that the tributes or Peschush, payable by the Poligars, as more particularly mentioned in the Schedule No. 1, hereunto annexed, shall be collected by the said Company, who agree to make the collection thereof at their own expence and risk, and that they will not encrease the demand on the said Poligars beyond the sum mentioned in the said Schedule, except in the case hereinafter mentioned, nor charge to the said Nawaub, either the expence attending the collection, or any deficiencies that may arise thereon, but will give credit to the said Nawaub annually for the aforesaid tributes or Peschush, in part payment of the sum of nine lacks of Star Pagodas above mentioned, without any deduction whatever. Although the contracting parties have, in the present instrument, agreed that the sum of 2,64,704 Star Pagodas 20 Fanams 26 Cash be deducted from the sum of nine lacks of Pagodas, as the amount of the tributes or Peschush from the Poligars; yet should it, on future enquiry, appear that the said Poligars ought, by virtue of any existing and lawful engagements, to pay a larger sum, it shall be demanded of them; and any addition that shall thus be made to the sums mentioned in the said Schedule, shall be deducted from the sum of nine lacks, in like manner with the sum of 2,64,704 Star Pagodas 20 Fanams 26 Cash, and a similar deduction shall, in consequence, be made in the Kistbundy hereinafter mentioned. It is however mutually agreed, that the diminution of this aggregate sum which shall take place on the full liquidation of the debts, as specified in the fourth article, shall make no change in this article, which shall, notwithstanding such diminution, remain in full force.

ARTICLE VI. The said Company, desirous of preserving the rights

tributes of Peschush from them, to enforce the allegiance and submission of the said Poligars to the said Nawaub, in customary ceremonies, and in furnishing the Poligar Peons, according to established custom, for the collection of the revenues, the support of Government, and for the protection of the property of the inhabitants of the said Nawaub's country, promising that all acts of authority shall be exercised, and all accounts of revenue (of which accounts the said Nawaub, if he so wishes, shall be annually furnished with copies) shall bear his, the said Nawaub's name. For the better execution of this and the fifth article, the said Nawaub promises to furnish to the said Company, that is to say, to their representatives, the President and Council of Fort St. George, the necessary orders, under his seal and signature, addressed to each Poligar, and to the purport hereof, without delay.

ARTICLE VII. After deducting from the above-mentioned sum of nine lacks of Star Pagodas, which forms a part of the aggregate sum of 15,21,105 Star Pagodas, mentioned in the fifth article, the amount of the tributes or Peschush from the Poligars, as specified in the Schedule No. 1, the said Nawaub agrees to pay annually the remaining sum, being 6,35,295 Star Pagodas 15 Fanams 54 Cash, together with the further sum of 6,21,105 Star Pagodas, for the purpose mentioned in the fourth article, making the sum of 12,56,400 Star Pagodas 15 Fanams 54 Cash, at the following periods :

			Star Pagodas.	F.	C.
On the 1st September	-	-	1,00,000	0	0
1st October	-	-	1,00,000	0	0
1st November	-	-	1,00,000	0	0
1st December	-	-	1,00,000	0	0
1st January	-	-	1,00,000	0	0
1st February	-	-	1,00,000	0	0
1st March	-	-	1,50,000	0	0
1st April	-	-	1,50,000	0	0
1st May	-	-	2,00,000	0	0
1st June	-	-	1,56,400	15	54
Star Pagodas			12,56,400	15	54

And it is mutually agreed, that on the full liquidation of the debts before-mentioned, when the payment of the sum of Star Pagodas 6,21,105 shall cease, by virtue of the fourth article, a reduction, in equal proportion, shall take place in the above instalments.

ARTICLE VIII. The said Nawaub engages to make good to the said Company the payments of the sums, according to the instalments of Kistbundy contained in the seventh article; and if, contrary to his sincere intentions and exertions, any of the said sums shall not be fully paid, at the expiration of fifteen days from the time limited, in that case the said Nawaub agrees, that the said Company shall assume the

management of, and make the collection of the revenues, from the districts mentioned in the Schedule No. 2, hereunto annexed, according to the following conditions: and for this the present engagement shall be considered sufficient authority, the said Company, through their President and Council at Fort St. George, giving immediate and explicit information, according to the tenor thereof, to the said Nawaub, who shall, on the arrival of the Company's officers in the said district, recall all his officers, except one in each district, which officer shall remain at the Sudder Cutcherry, and shall be furnished annually, by the officer of the said Company, with copies of the Sudder Cutcherry accounts, of the gross collections, and of the net receipts, under the attestation of the officer of the said Company, and of the Sudder Omlah of the district.

First. The said Company shall assume the management of such district or districts, the revenues of which, after deducting the charges of collections, shall equal the amount of the Kist which shall have fallen in arrear.

Second. The said Company agree, that a deduction shall take place proportionably from the amount of each of the ten Kists above-mentioned, equal to the amount of the net revenue of the district or districts which shall have been assumed as above, such deduction commencing from the day that the assumption shall take place. It is also mutually agreed, that an account, called "*Balance account*," shall be immediately opened, for this and other purposes hereinafter mentioned, bearing an interest of eight per cent. per annum, between the said Nawaub and the said Company, in which the said Nawaub shall be debited for the balance accrued in his above stipulated payments, and also for the amount deducted, as above, from the ten Kists, and shall be credited for the net revenue collected from the said district or districts, the said company continuing to exercise authority in, and to make the collections from the same, until, in consequence of the full liquidation of the debts and diminution of the annual sum, to be for that purpose paid by the Nabob to the said Company, according to the fourth article, the said balance account shall be equal on the debit and credit side, and nothing shall remain due to the said Company, then the said district or districts shall revert to the management of the said Nawaub.

Third. Whenever the said district or districts, thus assumed, shall be restored, according to the above condition, it is agreed, that in case any of the Kists for the sum remaining (after the deduction of the sum of 6,35,21,105 Star Pagodas, that is to say, for the sum of 6,35,295 Star Pagodas 15 Fanams, 54 Cash, be not paid fifteen days after the expiration of the time limited, the said Company shall possess equal power to assume the districts mentioned in the said Schedule No. 2, as in the first instance, and shall accordingly assume such district or districts.

shall equal the amount of the Kist which shall have fallen in arrear, from which they shall realize the balance that shall have arisen in the payment of the Kists, and shall give credit to the said Nawaub for the surplus and subsequent net revenues, in part payment of the sum of 6,35,295 Star Pagodas 15 Fanams 54 Cash; and, in this case, the management of the district or districts thus assumed, shall for ever continue in the possession of the said Company, anything contained in the third article of the present engagement to the contrary notwithstanding, and the said Company agree to give the Nawaub credit for the revenue arising therefrom.

Fourth. In order to prevent any loss arising to either party from this measure, it is mutually agreed, that the district or districts which shall thus be assumed by the said Company, shall be entire, as mentioned in the said Schedule, and not parts of districts.

Fifth. In consequence of this measure, whereby the districts mentioned in the Schedule, No. 2, become responsible for any arrears that may accrue in the payment of the above stipulated Kists, the said Nawaub agrees, that he will not grant Tunkaws, or assignments, on any account on the revenues thereof, and if contrary to this condition any Tunkaws or assignments should exist, where the said districts or any of them shall be assumed by the said Company, such Tunkaws, or assignments, shall be declared by the said Company and the said Nawaub to be of no value, nor shall they remain in effect.

Sixth. It is agreed between the contracting parties that the above described balance account shall be annually adjusted, and a committee, consisting of four respectable and capable persons, of which two shall be nominated by the said Company and two by the said Nawaub, shall assemble, on the 1st day of August of every year, commencing with 1798, for the purpose of adjusting and drawing out a fair and equitable statement thereof.

ARTICLE IX. In case the said Nawaub shall, at any time, have occasion for any number of troops for the collection of his revenues, the support of his authority, or the good order and government of his country, the said Company agree to furnish a sufficient number of troops for that purpose, on public representation being made by the said Nawaub to the President and Council of Fort St. George, of the necessity of employing such troops, and of the objects to be obtained thereby; and the said Nawaub agrees to defray the additional expense of such troops so long as they may be employed at his request, this additional expense being the sum over and above the expense of such troops, while in garrison or at fixed quarters; and it shall be at the option of the said Nawaub to reimburse the said surplus expense, either on the conclusion of the service on which such troops

ARTICLE X. The said Nawaub shall receive regular information of any negotiation which shall relate to declaring war or making peace, wherein the said Company may engage, and the interests of the Carnatic and its dependencies may be concerned; and the said Nawaub shall be considered as an ally of the said Company, in all Treaties which shall, in any respect, affect the Carnatic and countries depending thereon, or belonging to either of the contracting parties contiguous thereto; and the said Nawaub agrees, that he will not enter into any negotiation or political correspondence with any European or Native Power, without the consent of the said Company.

This Treaty, consisting of ten articles, and having two Schedules annexed thereto, marked No. 1 and No. 2, shall be in force and have effect, from the 12th day of July, 1792 (corresponding with the 22nd day of the month Zekaida, 1206 Higerā); and the contracting parties having affixed their respective seals and signatures to two counterparts, on the dates undermentioned, that is to say, the Right Honourable Charles Earl Cornwallis, K.G., Governor-General, &c., &c., &c., shall affix his seal and signature to one counterpart, on the part of the Honourable English East India Company, and the Nawaub Walla Jah Behauder, Nawaub of the Carnatic, shall affix his seal and signature to another counterpart, shall be exchanged.

Signed and sealed at Chepauk House,
this 22nd day of Zekaida, 1206, and 12th
day of July, 1792.

A true Copy.
(Signed) G. F. CHERRY,
Persian Translator to the Governor-General.

(E).

RATIFIED TREATY.

TREATY WITH AZEEM-UL-DOWLAH, 1801.

Treaty for settling the Succession to the SOUBAHDAARY of the Territories of ARCOT and for vesting the Administration of the Civil and Military Government of the CARNATIC PAYEN GHAUT in the UNITED COMPANY OF MERCHANTS TRADING TO THE EAST INDIES.

Whereas the several Treaties which have been concluded between the United Company of Merchants of England trading to the East Indies, and their Highnesses heretofore Nabobs of the Carnatic, have been intended to cement and identify the interests of the contracting parties; and whereas, in conformity to the spirit of the alliance, the said Company did, by the Treaty concluded on the 12th July, 1792, with the late Nabob Walajah, relinquish extensive pecuniary advan-

interests of the British Government in the Carnatic; and whereas subsequent experience has proved, that the *intention* of the contracting parties has *not* been *fulfilled*, by the provisions of any of the Treaties heretofore concluded between them; and whereas the Musnud of the Soubahdarry of Arcot having become vacant, *the Prince Azeem-ul-Dowlah Behauder has been established by the English East India Company in the rank, property, and possessions of his ancestors, heretofore Nabobs of the Carnatic*, and whereas the said Company and His Highness the said Prince Azeem-ul-Dowlah Behauder have judged it expedient, that *additional* provisions should, at *this* time, be made, for the purpose of supplying the *defects* of all former engagements, and of establishing the *connection* between the said contracting parties on a *permanent* basis of security, in all times to come; wherefore the following Treaty is now established and concluded, by the Right Honorable Edward Lord Clive, Governor in Council of Fort St. George, by and with the sanction and authority of His Excellency the Most Noble the Marquis Wellesley, K.P., Governor-General in Council of all the British possessions in the East Indies, on behalf of the said United Company, on the one part, and by His Highness the Nabob Walajah Ameer-ul-Dowlah Madar-i-ul-Mulk Ameer-ul-Hind, Azeem-ul-Dowlah Behauder Shawkut Jung Separ Salar Nabob Soubahdar of the Carnatic, *on his own behalf*, on the other part, *for settling the succession to the Soubahdarry of the territories of Arcot, and for vesting the administration of the civil and military government of the Carnatic in the United Company of Merchants of England trading to the East Indies.*

ARTICLE I. *The Nabob Azeem-ul-Dowlah Behauder is hereby formally established in the state and rank, with the dignities dependant thereon, of his ancestors, heretofore Nabobs of the Carnatic, and the possession thereof is hereby guaranteed by the Honourable East India Company to his said Highness Azeem-ul-Dowlah Bahauder, who has accordingly succeeded to the Soubahdarry of the territories of Arcot.*

ARTICLE II. Such parts of the Treaties heretofore concluded between the said East India Company and their Highnesses, heretofore Nabobs of the Carnatic, as are calculated to strengthen the *alliance*, to cement the *friendship*, and to identify the *interests* of the contracting parties, are hereby renewed and confirmed, and accordingly the friends or enemies of either are the friends and enemies of both parties.

ARTICLE III. The Honourable Company hereby charges itself with the maintenance and support of the military force necessary for the defence of the Carnatic, and for the protection of the rights, person, and property of the said Nabob Azeem-ul-Dowlah Behauder; and with the view of *reviving* the fundamental principles of the *alliance* between his *ancestors* and the *English Nation*, the said Nabob Azeem-ul-Dowlah stipulates and agrees, that he will *not enter* upon any negotiation or correspondence with any European or Native Power, *without* the knowledge and consent of the said English

ARTICLE IV. It is hereby stipulated and agreed, that the sole and exclusive administration of the civil and military governments of all the territories and dependencies of the Carnatic Payen Ghaut, together with the full and exclusive right to the revenues thereof (with the exception of such *portion* of the said revenues as shall be appropriated for the *maintenance* of the said Nabob and for the support of his dignity) shall be *for ever* vested in the said English Company; and the said Company shall accordingly possess the sole power and authority of constituting and appointing, without any interference on the part of the said Nabob, all officers for the collection of the revenues, and of establishing courts for the administration of civil and criminal judicature.

ARTICLE V. It is hereby stipulated and agreed, that *one-fifth part* of the net revenues of the Carnatic *shall be annually allotted for the maintenance and support of the said Nabob and of his own immediate family*, including the Mahal to His Highness the Ameer-ul-Omrah. The said fifth part shall be paid by the Company, in monthly instalments of twelve thousand Star Pagodas; and whatever circumstance may occur, affecting the net revenues of the Carnatic, the said instalments shall not be less than twelve thousand Star Pagodas. Whatever balance of the said fifth part may remain due at the expiration of each year, shall be liquidated upon the settlement of the accounts, and the said fifth part shall be at the free disposal of the said Nabob, consistently with the principles of the said alliance.

ARTICLE VI. The fifth part of the revenues, as stated in the preceding article, shall be calculated and determined in the following manner, *viz.* all charges, of every description, incurred in the collection of the revenues, *the amount of the Jaghire lands*, stated in the ninth article in the Treaty of 1787 at Star Pagodas 2,13,421, and the sum of Pagodas 6,21,105, appropriable to the liquidation of the debts of the late Mahomed Ally, shall, in the first instance, be deducted from the revenues of the Carnatic; and after the deduction of those three items shall have been made, one-fifth part of the remaining net revenue (including the Polygar Peshcush, which shall always be calculated at the sum of 2,64,704 Star Pagodas 20 Fanams 26 Cash, according to the Treaty of 1792) shall be allotted for the maintenance of the said Nabob, and for the support of his Highness's dignity.

ARTICLE VII. Whereas it was stipulated by the fourth article of the Treaty of 1792, that the sum of six lacks twenty-one thousand one hundred and five Star Pagodas should annually be applied to the discharge of certain registered debts, due by the late Nabob Mahomed Ally to his private creditors, under agreements concluded between his Highness and the Honourable Company, and guaranteed by the Parliament of Great Britain, until the said registered debt should be liquidated, the Honourable English Company accordingly, hereby charges itself with the annual payment of 6,21,105 Pagodas from the revenues of the Carnatic, until the remainder of the said registered

ARTICLE VIII. Whereas certain debts are due to the said Company by the ancestors of the said Nabob, and whereas it is expedient, in order that the present Treaty may include a complete arrangement of all affairs depending between the said Company and the said Nabob that an adjustment should be made of the afore-mentioned debts, wherefore the said Nabob formally and explicitly acknowledges the debt, commonly called the Cavalry Loan, amounting, with its interest, to 13,24,342 Star Pagodas 6 Fanams 47 Cash, and also the portion of the registered debt heretofore paid by the said Company to the creditors of the late Nabob Walajah (according to the annexed Schedule) to be just debts; and whereas, exclusively of the above-mentioned debts, other unadjusted debts also remain, which were referred to the adjustment and decision of the Governor-General in Council of Bengal; and whereas the said unadjusted debts have not been determined according to that intention, the said Nabob hereby engages, that whenever the said determination shall be made, his Highness will acknowledge to be a just debt the amount of the balance which shall be so declared to be due to the said Company. It is not, however, the intention of this article to cause any diminution from the fifth part payable to the said Nabob, but, on the contrary, it is specified, that no deduction shall be made from the revenue on any account whatever, excepting the three items stated in the sixth article, previously to the determination of his Highness's proportion.

ARTICLE IX. The English Company engages to take into consideration *the actual situation* of the families of their Highnesses the late Nabobs Walajah and Omdut-ul-Omrah Behauder, as well as the situation of the principal officers of his late Highness's Government; and the British Government shall charge itself with the expense (chargeable on the revenues of the Carnatic) of a *suitable provision* for their respective maintenance. The amount of the above-mentioned expenses, to be defrayed by the Company, shall be distributed, with the *knowledge* of the said Nabob, in such a manner as shall be judged proper.

ARTICLE X. The said Nabob Azeem-ul-Dowlah Behauder shall, in all places, on all occasions, and at all times, be treated with the respect and attention due to his Highness's rank and situation, as an *ally* of the British Government; and a suitable guard shall be appointed from the Company's troops for the protection of his said Highness's person and palace.

ARTICLE XI. The entire defence of the Carnatic against foreign enemies, and the maintenance of the internal tranquillity and police of the country, having been hereby transferred to the British Government, his said Highness engages not to entertain or employ in his service any armed men without the consent of the British Government, who will fix, in concert with his Highness, the number of armed men necessary to be retained for purposes of state. Such armed men as his Highness may, in consequence of this article, engage in his service,

ARTICLE XII. The Honourable East India Company shall, in conformity to the stipulations of this Treaty, enter upon the exclusive administration of the civil and military government of the Carnatic, on the 31st day of July, 1801; and his said Highness the Nabob shall issue orders to all his civil and military officers, to transfer the district or districts, under their respective charge, to such persons as shall be appointed by the said Company to manage the said districts, and also to deliver to the persons appointed, all records, accounts, and official papers, belonging to their respective Cutcheries or offices.

This Treaty, bearing date the 31st day of July, Anno Domini 1801, and consisting of twelve articles, having been executed by Edward Lord Clive, Governor in Council aforesaid, on the one part, and his Highness Azeem-ul-Dowlah Behauder on the other part, is hereby mutually interchanged, the said Edward Lord Clive engaging that a copy of the said Treaty shall be transmitted to Fort William, for the purpose of being ratified by his Excellency the Most Noble the Marquis Wellesley, K.P., Governor-General in Council, and that as soon as the ratified Treaty shall be received from Bengal, it shall be delivered to his said Highness, who will then return to his Lordship the copy which he now receives.

(Signed) CLIVE,
J. STUART,
WM. PETRIE,
E. W. FALLOFIELD.

By the Right Honourable the Governor in Council.

(Signed) J. WEBBE,
Chief Secretary to Government.

SCHEDULE

Of the Account referred to in the Eighth Article of this Treaty.

Amount paid by the Company to his Highness the Nabob's Creditors on account of his consolidated debt of	
1777 - - - - -	Star Pagodas 26,47,381
Deduct :	
Receipts of revenue from the Carnatic surplus to the military subsidy, in the Fusly years 1200 and 1201 - - - - -	
	8,29,481
Interest at six per cent. for four years and a half - - - - -	
	2,23,960
	<hr/>
	10,53,441
	<hr/>
Balance due by the Nabob - - -	
	15,93,940
Add :	
Interest for four years and eleven months, at six per cent.	
	4,70,211
	<hr/>
Actual balance -	Star Pagodas 20,64,151
	<hr/>

(Signed) CLIVE,
J. STUART,
WM. PETRIE,
E. W. FALLOFIELD

To the Right Honourable the Governor in Council.

(Signed) J. WEBBE,
Chief Secretary to Government.

A true Copy,
(Signed) J. WEBBE,
Chief Secretary to Government

SEPARATE EXPLANATORY ARTICLES.

Separate Explanatory Articles annexed to the Treaty for settling the Succession to the Soubahdarry of the Territories of ARCOT, and for vesting the Administration of the Civil and Military Government of the CARNATIC PAYEN GHAUT in the UNITED COMPANY OF MERCHANTS OF ENGLAND TRADING TO THE EAST INDIES.

ARTICLE I. Whereas it is stipulated by the fifth article of the Treaty that the sum to be appropriated to the support of the dignity of his Highness the Nabob Azeem-ul-Dowlah Behauder shall be calculated at one-fifth part of the net revenues of the Carnatic, and whereas the improvement of the said revenues which, under Providence, may be expected to arise from the effects of the present arrangement, may render the said fifth part greater than will be necessary to the purposes intended by the contracting parties, it is hereby explained, for the better understanding of the fifth article of the Treaty, that whenever the whole net revenue of the Carnatic, including the sums to be deducted, according to the sixth article of the Treaty, shall exceed the sum of twenty-five lacks of Star Pagodas, then and in that case the fifth part of such surplus shall be applied to the repair of fortifications, to the establishment of a separate fund for the eventual exigencies of war, or to the military defence of the Carnatic, in such manner as may be determined by the Governor in Council of Fort St. George, after the previous communication to his Highness the Nabob Azeem-ul-Dowlah.

ARTICLE II. Whereas it is stipulated in the sixth article of the Treaty, that the sum of 2,13,421 Pagodas on account of *Jagheer*, and the sum of 6,21,105 Pagodas on account of the private debts of the Nabob Mahomed Ally, shall be deducted from the amount of the net revenue, previously to the determination of the proportion to be paid to his Highness the Nabob, it is nevertheless hereby explained, that it shall not be incumbent on the Honourable Company to appropriate lands yielding a revenue to the said amount of 2,13,421 Pagodas, but that the said Company shall be at liberty to exercise its discretion in

the mode and on the extent of the provision to be made, according to the ninth article of the Treaty, for the support of the family and principal officers of the Nabob Mahomed Ally, and of the Nabob Omdet-ul-Omrah. And it is farther explained, that notwithstanding the liquidation of the private debt of the Nabob Mahomed Ally, or of the debt due to the Honourable Company, the said sum of 6,21,105 Pagodas, shall always be deducted from the net revenue, and shall, in no case, be included in the net revenue, previously to the determination of the share to be allotted to his Highness the Nabob Azeem-ul-Dowlah Behauder, it being the intention of the contracting parties that the said sum of 2,13,421 Pagodas, and the said sum of 6,21,105 Pagodas, shall be considered to be permanent deductions, in all times to come, from the revenue of the Carnatic.

(Signed)

CLIVE
J. STUART,
W. PETRIE,
E. W. FALLOFIELD.

By the Right Honourable the Governor-General in Council.

(Signed)

J. WEBBE,
Chief Secretary to Government.

A true Copy,

(Signed)

J. WEBBE,
Chief Secretary to Government.

THE following Preamble, and the 1st Article of the Original Treaty of 1801, concluded between the Honourable East-India Company and the Nawaub Azeem-ul-Dowlah Behadoor, will show the only modification made in them when the Treaty was ratified by the Governor-General. The words between crotchets were modified by those in italic, which stand part of the Treaty.

TREATY BETWEEN THE COMPANY AND AZEEM-UL-DOWLAH, DATED 31ST JULY, 1801.

TREATY for settling the Succession of the Subahdarry of the Territories of Arcot, and for vesting the Administration of the Civil and Military Government of the Carnatic Payen Ghaut, in the UNITED COMPANY OF MERCHANTS OF ENGLAND TRADING TO THE EAST INDIES.

WHEREAS the several treaties which have been concluded between the United Company of Merchants of England trading to the East Indies, and their Highnesses, heretofore Nabobs of the Carnatic, have been intended to cement and identify the interests of the contracting parties: and, whereas, in conformity to the spirit of this alliance, the said Company did, by the treaty concluded on the 12th of July, 1792, with the late Nabob Walajah, relinquish extensive pecuniary advant-

ages acquired by the previous treaty of 1787, with the view and on the condition of establishing a more adequate security for the interests of the British Government in the Carnatic: and whereas subsequent experience has proved that the intention of the contracting parties has not been fulfilled by the provisions of any of the treaties heretofore concluded between them: and whereas the musnud of the subahdarry of the territories of Arcot has now become vacant: [and whereas the right of Prince Azeem ul Dowlah Behauder founded upon the hereditary right of his father the Nawaub Ameer ul Omrah Behauder, to succeed to the rank, property, and possessions of his ancestors, heretofore Nawaubs of the Carnatic, has been acknowledged by the English East India Company:] *the Prince Azeem ul Dowlah Behadoor has been established by the English East India Company in the rank, property, and possessions of his ancestors, heretofore Nawaubs of the Carnatic: and whereas the said Company, and his said Highness the Prince Azeem ul Dowlah Behauder, have judged it expedient that a new treaty shall, at this time, be executed, for the purpose of supplying the defects of all former engagements, and of establishing the connection between the said contracting parties on a permanent basis of security in all times to come: wherefore the following treaty is now established and concluded by the Right Honourable Edward Lord Clive, Governor in Council at Fort St. George, by and with the sanction and authority of his excellency the Most Noble the Marquis Wellesley, K.P., Governor-General in Council of all the British possessions in the East-Indies, on behalf of the said United Company, on the one part; and by his Highness the Nabob Walajah Ameer ul Omrah, Mader ul Mulk, Ameer ul Hind, Azeem ul Dowlah Behauder, Showkut Jung Sepah Salar, Nabob Subahdar of the Carnatic, on his own behalf, on the other part, for settling the succession to the subahdarry of the territories of Arcot, and for vesting the administration of the civil and military government of the Carnatic in the United Company of Merchants of England trading to the East Indies.*

ARTICLE I. [The right of the Nabob Azeem-ul-Dowlah Behauder, to succeed to the state and rank, and the dignities dependent thereon, of his ancestors, heretofore Nabobs of the Carnatic, is hereby formally acknowledged and guaranteed by the Honourable East India Company to his said Highness Azeem ul Dowlah Behauder, who has accordingly succeeded to the subahdarry of the territories of Arcot.] *The Nawaub Azeem-ul-Dowlah Behauder is hereby formally established in the state and rank, with the dignities dependent thereon, of his ancestors, heretofore Nawaubs of the Carnatic, and the possession thereof is hereby guaranteed by the Honourable East India Company to his said Highness Azeem-ul-Dowlah Behauder, who has accordingly succeeded to the subahdarry of the territories of Arcot.*

Minute by the Governor-General of India, dated 19th December, 1855.

1. In a minute, dated 14th ultimo, I took occasion, after having conferred personally with the Right Honourable the Governor in Council at Fort St. George, to record my entire concurrence in the unanimous opinion which had been given by his Lordship and by the members of the Council adverse to the continuance of the title of Nuwab of the Carnatic in the person of Azeem-Jah, the uncle of Nuwab Mohumed Ghouse, who has lately died.

At the close of that minute an intention was expressed of recording a further minute on my return to the Presidency.

This intention will now be fulfilled; the entire concurrence of opinion, however, which has prevailed upon the subject of it, and the full and able and conclusive paper which was recorded in the first instance by Lord Harris, will enable me to confine my remarks within very narrow limits.

2. In the determination of the future disposal of the musnud of the Carnatic, it is quite unnecessary to make any reference to the Treaties of 1785, 1787, and 1792.

Subsequently to the date of those treaties, it was declared by the British Government that the detected treachery, and secret but active hostility of the Nuwabs Mahomed Ali and Omdut-ul-Omrah had placed them in the position of public enemies, had rendered their territories justly liable to forfeiture, and had, therefore, abrogated the treaties which had previously been in force. "By acting on these principles of conduct," says Lord Wellesley, "the Nabobs Mahomed Ali and Omdut-ul-Omrah have not only violated the rights of the Company, but, by uniting their interest with those of the most implacable enemy of the British empire, actually placed themselves in the relation of public enemies to the Company's Government." And again, "at the death of Omdut-ul-Omrah, the British Government remained at liberty to exercise its rights, founded on the faithless policy of its ally, in whatever manner might be deemed most conducive to the immediate safety and to the general interests of the Company in the Carnatic."

3. Thus, in 1801 the territories of the Nuwab of the Carnatic were at the absolute disposal of the British Government.

4. It is distinctly stated in Lord Wellesley's Despatches, and in the papers connected with the Treaty of 1801, that the British Government was then at liberty to assume the Government of the Carnatic. Lord Wellesley was only deterred from assuming it by various considerations of expediency and policy, in which the revolt of the polygars, the view which might be taken of the measure by other native powers, or the long established connexion between the Company and the house of Mahommed Ali, all held a place.

5. Accordingly, the title of the Nuwab of the Carnatic was conferred upon Azeem-ul-Dowlah by the Treaty of 1801, on certain conditions, which were specified.

6. It is from this Treaty, if at all, that a right of hereditary succession to the musnud of the Carnatic must be derived.

7. I entirely agree with Lord Harris, and with the members of the Government of Fort St. George, in holding that the Treaty of 1801 confers no right of hereditary succession. It is a purely personal Treaty, concluded between the Honourable Company on the one part, and the Nuwab Azeem-ul-Dowlah on his own behalf, on the other part. There is no mention of heirs and successors in any part of the Treaty, and no grant of anything is made by it to any one except to the Nuwab Azeem-ul-Dowlah himself.

8. Lord Wellesley was not a man who did things without a reason. When, therefore, Lord Wellesley, while negotiating treaties with the Nuwab of Oude and others, and forming the treaties with those princes, their heirs and successors, is found negotiating a treaty with the Nuwab Azeem-ul-Dowlah alone, and omitting all mention in it of heirs and successors, it is very certain that Lord Wellesley did not intend to extend the provisions of that Treaty beyond the life of Azeem-ul-Dowlah himself.

9. Upon the death of Azeem-ul-Dowlah, the Treaty of 1801 was not renewed; it has never since been renewed. The Government of India on a former occasion expressly declined to renew it. The Treaty of 1801, therefore, has had no existence, and its provisions have had no binding force since the death of the Nuwab Azeem-ul-Dowlah, with whom it was concluded, and to whom alone it was applicable.

10. It is true that two Nuwabs have sat upon the musnud since the death of Azeem-ul-Dowlah, but they successively occupied that position solely by the grace and favour of the British Government, and not as of right. There is nothing whatever in the documents connected with the accession of these princes to the musnud which would countenance the assertion of any right to that dignity, either in themselves, or in their children or heirs.

11. The uncle of the late Nuwab supports his present claim to the succession by reference to certain allusions which have been made to him, in former official papers, as the heir of his nephew Mahomed Ghouse.

Undoubtedly these allusions were made; no attempt need be made to evade them, or to weaken the full force of their meaning, such as it is. They may be readily admitted to indicate an expectation on the part of the British Government that, if Mahomed Ghouse should have no children, his uncle, Azeem-Jah, would be allowed to succeed him as Nuwab.

But to indicate an expectation, or even an intention, is not to recognise or confer a right.

The words, therefore, which have been quoted conferred no right on Azeem-Jah, and conveyed no pledge or promise of the succession to him; and, although they indicated a favourable intention on the part of the Government towards him, the Government has since had but too

12. The reasons which experience has taught us to urge against the continuance of a nominal sovereignty in the Carnatic, and against the grant of any further succession to the title and privileges of Nuwab in favour of any member of the family of the late Nuwab Mahommed Ghouse, are so forcibly set forth in the minute of Lord Harris, that I hold it superfluous for me to repeat them in this place.

13. I have only, therefore, to add, that I concur cordially in the recommendation submitted by his Lordship in Council to the Honourable Court, that no successor to the Nuwab of the Carnatic should be named or recognised, and that the title, privileges, and immunities of the family should be made to cease.

14. I concur not less cordially in the recommendation that the members of the family should be treated with liberality, and that all fair consideration should be shown to the retainers and dependants.

15. I am not, however, prepared to advise that the salaries of the officers should be continued for their lives, or that the soldiers, servants, &c., should receive compensation for their loss of service; this would be conveying liberality much further than is usual or requisite.

I think that the officers should receive liberal allowances according to their position, and that the establishments should be discharged on the fair principle adhered to in the Punjab and Nagpore, namely, with pension to aged men, and a gratuity of six months' pay to others.

16. These pensions and allowances may be fixed by the Government of Madras, subject to the confirmation of the Honourable Court.

17. I think also that a Commissioner (not a commission) should be appointed to investigate and arrange for the payment of the debts. These should be subjected to a very rigid scrutiny, and the Government should not commit itself by any general pledge to the payment of the debt, since the whole of it must, under the circumstances, which it was contracted, be open to much suspicion,

(Signed) DALHOUSIE.

Minute by the Right Honourable the President, dated 25th Oct. 1855.

THE Prince Azeem Jah Bahadoor has addressed the Government Agent, urging his claim to be placed on the musnud of his ancestors, as being the lawful heir and legal successor of his nephew, the Nabob, just deceased, Mahomed Ghouse.

2. The Prince founds his claim in this letter on the conditions of the Treaty of the 31st July, 1801, and in confirmation of his right, he subsequently communicated to the Government Agent the copy of a minute of Government of 29th September, 1843, in which his succession to the musnud is mentioned.

3. There can be no question, I imagine, that the Prince Azeem Jah

is next in succession to the late Nabob Mahomed Ghouse, if there be of right a necessary and hereditary succession to the musnud.

4. I shall assume, in discussing this subject, that the musnud means that the person holding it possesses the rights and titles of royalty; that he is above the law, and beyond the jurisdiction of the courts; that he is permitted to maintain a body of soldiers, and the appurtenances of a court; that, within certain limits, he may establish a court of his own for the settlement of pecuniary claims against himself and certain of his relations and dependents.

5. These are the chief privileges which were enjoyed by the late Nabob and his predecessors, and which would naturally be claimed by his successor.

6. I will here state my very decided opinion that these rights and privileges should not be continued, if they can be abrogated without a violation of faith.

1st. On the general principle that the semblance of royalty, without any of the power, is a mockery of authority which must be pernicious.

2d. Because though there is virtually no divided rule or co-ordinate authority in the government of the country (for these points were finally settled by the Treaty of 1801), yet some appearance of so baneful a system is still kept up by the continuance of a *quasi* royal family and court.

3d. Because the legislation of the country being solely in the hands of the Honourable Court, it is not only anomalous, but prejudicial to the community that a separate authority, not amenable to the laws, should be permitted to exist.

4th. Because it is impolitic and unwise to allow a pageant to continue, which, though it has hitherto been politically harmless, may at any time become a nucleus for sedition and agitation.

5th. Because the habits of life and course of proceeding of the Nabobs have been morally most pernicious, tending to bring high station into disrepute, and favouring the accumulation of an idle and dissipated population in the chief city of the Presidency.

7. In expressing these sentiments, I would wish to be understood, as in nowise desirous that the representatives of the family of Arcot should be deprived of any titles or dignities which they may claim, and which may be accorded to them, below those of royalty; or of any privileges or immunities which they have possessed, so long as they are subject to the laws of the country, or of any property or allowances which may fairly be accorded to them.

8. I think all these should be dispensed to them with a liberal hand.

9. Supposing this view of the question to be taken by superior authority, the question to be decided comes to this:

Has the Government, including in that term that of Madras, that of India, and that of the Honourable Court, bound itself by its acts or deeds to maintain the hereditary succession to the musnud of the Nabobs of Arcot so long as the family continues?

10. The Prince Azeem-Jah founds his claim on the Treaty of 31st July, 1801, "which," he writes, "states that the friendship between the rulers and the British Government must perpetually exist, and in all times to come."

11. Doubtless there are expressions in the Treaty which may be considered as referring to an hereditary succession.

12. It is stated in the preamble, "that the Prince Azeem-ul-Dowlah Bahadoor has been established by the English East India Company in the rank, property, and possessions of his ancestors, heretofore Nabobs of the Carnatic." Again, "Whereas the same Company and his Highness the said Prince Azeem-ul-Dowlah Bahadoor have judged it expedient that additional provision should at this time be made for supplying the defects of all former engagements, and of establishing the connexion between the said contracting parties in all times to come." Again, "wherefore the following Treaty is now established and concluded by —— (the parties are here named) —— for settling the succession to the soubahdarry of the territories of Arcot;" and some of these expressions are repeated in the clauses of the Treaty.

13. But it will be remarked, that the Treaty has reference solely to the Prince Azeem-ul-Dowlah; and though it mentions one of its objects as being for settling the succession to the soubahdarry, yet this evidently has reference to the assertion previously made, that "whereas the musnud of the soubahdarry having become vacant."

14. So apparent was this fact to the Government of Madras in 1819, that on the death of Azeem-ul-Dowlah in that year, they pointed out to the Government of India that they were not authorised by the Treaty to acknowledge any successor.*

15. A succession has since been permitted in two instances; the first on the above-mentioned occasion, 1819, when Azeem Jah succeeded his father, Azeem-ul-Dowlah, and in 1825, when Mohamed Ghouse was acknowledged.

16. In both instances, however, the Government of India was referred to for instructions; and the tone of their communications, as well as that of Sir Thomas Munroe, I think, show that they considered themselves at liberty to take what course they deemed fit.

17. I am of opinion, then, that none of the rules which have been very clearly laid down for the interpretation of treaties will be violated, if reference is made to the intentions and opinions of those, viz. Lord Wellesley and Lord Clive, who framed the Treaty of 1801. Nothing can be clearer than Lord Wellesley's views on this subject. In writing to Mr. Dundas, he says, "The whole question of the succession will therefore be completely open to the decision of the Company upon the decease of the present Nabob." Again, "The inclination of my opinion is, that the most advisable settlement would be to place Omdut-ul-Omra's supposed son in the musnud, under a treaty similar to that which was lately concluded with the Rajah of Tanjore. It will, however, be expedient that you should immediately consider whether it

* In answer to this see page

might not be a more effectual arrangement to provide liberally for every branch of the descendants of Wallajah and Omdut-ul-Omra, and to vest even the nominal sovereignty of the Carnatic in the Company."

"No doubt exists in my mind that the British Government would now be completely justified in depriving the Nabob of all power over his country, and reducing him to the state of a mere pensioner.

"The only questions which remain for decision are the time for carrying this measure into execution, and the amount of the provision to be made for the Nabob, for his descendants, and for those of Wallajah. As soon as you shall have received this letter, I request you to despatch an express to me with your opinion; although mine is so decided, that I shall not wait for the communication of yours, if the season should appear to me favourable for the great measure which is now become indispensable on every principle of justice and policy."

18. Lord Clive, in a letter to Lord Wellesley, writes—

"Previously to the receipt of your Lordship's Despatches committed to the charge of Mr. Webbe, I had determined to take immediate measures, on the demise of the Nabob Omdut-ul-Omra, for exercising the government of the Carnatic on the part of the Company."

19. So strong was Lord Wellesley's opinion that no previous hereditary claim should be allowed, that he required that the terms of the Treaty, as arranged by the Madras Government, should be altered. This fact appears in a secret letter from Fort St. George, dated 1st October, 1801, in which it is stated, para. 6, "The Governor-General having deemed it to be necessary that a change of the terms of the preamble and of the first article of the Treaty should be introduced, for the purpose of specifying more distinctly that the Nabob Azeem-ul-Dowlah owed his elevation, not to any hereditary pretensions, but to the liberality and generosity of the British Government, a copy of the Treaty, so modified and ratified by his Excellency in Council, was transmitted to us."

20. Again in para. 9; "We have the honour of informing the committee that the reference to the hereditary pretensions of Azeem-ul-Dowlah, as stated in the preamble and first article of the Treaty, was entirely voluntary on the part of Lord Clive, and that throughout the late negotiations the Nabob Azeem-ul-Dowlah stated his conviction that the right of his Highness' family, founded on its connexion with the Company, had been annihilated, and that his Highness considered the causes of his own elevation to have flowed from the generosity and moderation of the British Government."

21. It is clear from these views, that the British Government felt itself, in consequence of the treachery which had been detected, and of the bad faith which had been evinced towards it, both by Wallajah and by Omdut-ool-Omrah, free to act according to its own discretion, with respect to the arrangement of the Government of the Carnatic; and the grounds on which it acted, are thus explained by Sir J. Malcolm, in his abstract narrative of the proceedings on the subject:

"The whole proceeding was grounded on the violation of the Treaty of 1792. From that violation arose the right of the British Government to exercise its power in such a manner and to such an extent as should be judged necessary for the security of its rights and interests in the Carnatic."

"The mode of exercising that right was solely to be governed by considerations of expediency—which considerations, however, were to be influenced, in the first instance, by the actual state of the affairs of the Government of Fort St. George at the moment; in the second, by those general principles of forbearance, moderation, and magnanimity which characterise every act of the British Government; and, in the third, by an attention to that particular indulgence and generosity which had invariably regulated every transaction of the Company with the family of Mahomed Ally Khan."

22. There can, then, be no question of the views of those who were the principal promoters of the Treaty of 1801.

23. Lord Clive states positively, that, but for the instructions he had received, "he had determined to take immediate measures, on the demise of the Nabob Omdut-ul-Omrah, for exercising the government of the Carnatic on the part of the Company."

24. Lord Wellesley was most particular and explicit in his views, that the Nabob Azeem-ul-Dowlah should understand that he was placed on the musnud from no hereditary right, which it was declared had been totally forfeited, but as an act of grace and favour, and he appears also to have wavered as to which policy to pursue—whether to allow the continuance of a Nabob, or to assume the nominal, as well as the real sovereignty in the name of the Company.

The motives which influenced his decision are probably declared in Sir J. Malcolm's narrative.

He writes; "It would have been a very harsh and strong, if not an impolitic and unwise measure, to have substituted at once the Company's authority in place of that of the family of Mahomed Ally Khan, without consulting the dignity of that family, by any previous arrangement for the support of its rank, consequence, and reputation, and certainly would have been considered a departure from that line of moderation and magnanimity which the British Government had always observed in their transactions with the natives of India."

25. Azeem-ul-Dowlah was positively and openly declared to have no hereditary claims.

26. The Treaty of 1801 is made with him alone, and no provision is made for a successor; no mention is made of successors.

27. On his death, in 1819, the Government of Madras thought a fresh treaty was necessary; but the Government of India decided that it would be sufficient if his son declared his readiness to adhere to the terms of that of 1801.

28. On Azum Jah's death, in 1825, Sir Thomas Munro merely declared his intention of continuing his infant son on the musnud.

29. Throughout, the tone in which these several affairs were trans-

acted has entirely and completely the appearance of an act of grace conferred on the part of the British Government, and of a favour received being acknowledged by the family of Arcot.

30. The question, then, comes to be, is the fact of having, as an act of grace, allowed the musnud and the terms of the Treaty to continue in two instances, in regular succession from father to son, to bind the British Government to perpetuate this shadow of royalty, particularly when the regular succession has, as in the present instance, failed?

31. The Prince Azeem Jah quotes a minute of Lord Tweeddale's Government, in which his "succession to the musnud" is mentioned; and in a general letter of the Honourable Court, of 14th January, 1829, he, then Naib-i-Mooktar, is mentioned as being next heir in case of the demise of his nephew. But it is nowhere positively stated that he is to succeed; and I think it cannot be allowed that expressions like these can weigh against any general principles which have the good of the country for their object. I have stated my belief that the Treaty of 1801 was made intentionally with the individual Azeem-ul-Dowlah, who was at the time placed on the musnud.

32. I will take the other view, that it was intended to continue; was it therefore irrevocable and unalterable?

33. To come to such a conclusion, would be to go in direct contradiction to all the facts of history, and to the practice and principles of international law.

34. It is perhaps rather difficult to define the positions of the contracting parties, but there can be no doubt as to what those positions actually were.

35. The Honourable East India Company was the dominant power; the family of Arcot were in the position of dependents.

36. I think this view is correct, and must be taken in order to obtain a right view of the transaction.

37. As Lord Wellesley states, in his letter to Lord Castlereagh, of December, 1803:

"The Company with relation to its territory in India must be viewed in the capacity of a sovereign power."

38. It is indeed difficult to understand how an arrangement such as that of 1801 could be called a treaty at all:

"Un traité," writes Vattel, "est un pacte fait en vue du bien public par des puissances supérieures, soit à perpétuité, soit pour un temps considérable."

39. But, in this case, on one side the power was entirely gone, even if it ever existed, which is doubtful, as I will presently show.

40. "Treaties," writes Wheaton, "properly so called, or *foedera*, are those of friendship and alliance, commerce and navigation, which, even, if perpetual in terms, expire of course.

"1st. In case either of the contracting parties loses its existence as an independent State.

"2d. Where the internal Constitution of Government of either

41. Here the distinction laid down by institutional writers between real and personal treaties becomes important. The first bind the contracting parties, independently of any change of sovereignty, or in the rulers of the State; the latter include only treaties of mere personal alliance, such as are expressly made with a view to the power of the actual ruler or reigning sovereign; although they bind the State during his existence, expire with his natural life or his public connexion with the State.

42. I do not see how this Treaty, if it be one at all according to international law, can be placed in any other class than that of personal treaties.

43. A real Treaty can only be contracted with an actually existing independent, or partially independent, State.

"Le traité réel," says Vattel, "s'évanouit si l'une des nations alliées est détruite, c'est à dire, non seulement si les hommes qui la composent viennent tous à périr, mais encore si elle perd, par quelque cause que ce soit, sa qualité de nation, ou de société politique indépendante."

44. The independence in this case, if there ever was any, was previously lost; it could not therefore be a real Treaty.

It would, then, only be a personal Treaty, and of this class Vattel writes—

"La durée d'une alliance personnelle étant restreinte à la personne des souverains contractants, si l'un des deux cesse de regner par quelque cause que ce puisse être, l'alliance expire; car ils ont contracté en qualité de souverains, et celui qui cesse de regner n'existe plus comme souverain, quoiqu'il soit encore en sa qualité d'homme."

45. The transactions which occurred on each succession in 1819 and in 1825 go, I think, to show that the arrangement was looked on in the light of a personal Treaty, though it was not so defined in terms.

46. In plain matter of fact, it was but a case of the sovereign power granting certain rights, privileges, and allowances to dependents of rank, and the sovereign power has undoubtedly the right to rescind any of these if they are deemed contrary to or opposed to the public welfare.

47. "Les auteurs ajoutent, que le souverain peut rescinder ces contrats s'il trouve qu'ils soient contraires au bien public."

48. The Prince Azeem Jah appears in his letter to look on the matter in this light, as he mentions in his letter, "the allegiance and sincere obedience of his family to the British Government."

49. Looking then at the whole question as it is at present, I am of opinion that the Treaty was a personal one, and is now come to its term; and though the Prince Azeem Jah may, in consequence of terms and expressions which have from time to time been employed, have been led to entertain hopes of succeeding to the musnud, there is nothing to bind the British Government to adopt such a course, if it seem advisable for the public good to take a different one.

50. I think there are strong reasons for altering the relations of this Government with the Azeem family, and of the

51. The causes which may have given force to the policy of 1801 no longer exist; the rank, consequence and reputation of the Arcot family have sunk by the conduct of its representatives.

52. The manner of life and the character of the late Nabob were disreputable, and the conduct of the Prince Azeem Jah, who would succeed him, has already come under the severe animadversion of the Honourable Court.

53. It is with no wish unnecessarily to bring their faults into public view that I make mention of them, but because I am convinced that serious moral evil is caused by the continuance of the pageant of an effete royalty, and that political inconvenience might at any time arise from the existence of a court at the Presidency, which, though destitute of authority and power, must be inimical, or at all events discontented, and capable of being made a nucleus for intrigue.

54. There is another view of this subject which is worthy of consideration. The Government of Madras has often been accused of having neglected the education of the late Nabob, and therefore of being the chief cause of the useless, or rather baneful life he led.

55. I will not say that greater care could not have been bestowed in his training, or that greater success might not have been obtained by some other methods of education than those which were tried; but I do assert it as my belief that nothing that any Government can do will be sufficient to counterbalance the evil effects which will be derived by a native Prince, either Hindoo or Mahomedan, from the circumstances of family, of creed, and of position, in which he must be placed.

56. But supposing that the Government did take great pains, and did succeed in raising the whole tone and habits of life and thoughts of a young man in the position of the Nabob of Arcot—

57. What would be the result? Could it be supposed that he would continue a docile subject whilst he retained the privileges and insignia of royalty; that he would be content to cultivate the arts and sciences, and would not be desirous of political power?

58. It is evident that such a supposition is contrary to all experience.

59. The political power is in the hands of the British Government, and in them solely it must be retained; and it is injudicious to leave to any one needlessly the opportunity of asserting any co-ordinate authority.

60. With respect to the Arcot family, the British Government must be prepared to settle the question of their position at this conjuncture for a long period; for though the Prince Azeem Jah has no legitimate sons, yet he has brothers who have; and if the royal titles and privileges are now continued, they are likely to be permanent for some generations.

61. I need not repeat my opinion, that this opportunity should be.

from its commencement be considered, there is nothing to contravene such a course.

63. For what are their positions and history?

64. The Nabob of the Carnatic was the Mussulman Governor appointed by the Soubahdar of the Deccan, usually called the Nizam, as his deputy, the Nizam himself being deputed by the Emperor of Delhi.

65. Neither appointment was hereditary, though from time to time the offices descended from father to son, as in the fluctuating state of parties in eastern courts the supporters of the holders of each office might from time to time be in the ascendant.

66. Anerverdi Khan, the father of Mahomed Ally, otherwise called Wallajah, was the first of this family who held the office of Nabob of the Carnatic.

67. He was appointed by the Nizam, and it requires no very minute knowledge of the history of those disturbed times to ascertain that the Emperor of Delhi was unable to assert his authority, and that it depended entirely on the successful termination of the war on the side either of the English or of the French, who should be the persons to fill either of those offices above mentioned.

68. The contest terminated in favour of the English, and the family of Wallajah was placed on the musnud.

69. The hereditary right to the Carnatic, the royal titles and privileges were assumed, and certainly allowed by us; but I imagine on no authority which could be considered legal for a Mussulman subject of the Mogul.

70. What power, what influence may have been possessed, has now passed away, and cannot be recalled.

71. They were acquired by the prestige of Mussulman conquest; they have vanished with the decadence of its power.

72. Though I have not hesitated to urge strongly the cessation of the royal privileges and immunities which have hitherto been conceded to the Arcot family, I have every desire that the several branches of the family should be treated with deference, and with the utmost liberality.

73. I would recommend that a handsome allowance should be given to the Prince Azeem Jah Bahadoor.

74. The debts contracted by him during his retention of office as Naib-i-Mooktar should be collected and investigated by the commission mentioned below, and those which should be deemed legitimate paid by Government.

75. With respect to the arrangements which it is necessary should be made as early as possible for settling the affairs of the late Nabob, I would propose—

1st. That the salaries of the principal officers should be continued for their lives, it being clearly understood that the payments would cease at their death. ●

2d. That all the servants, attendants, troops, and followers should be paid off, each receiving a fair compensation for his loss of employ-

ment; and that pensions should be granted to such as may be shown to have a fair claim to them.

3d. That the Government should undertake to settle his debts.

4th. That the personal property of the Nabob should be turned into money, and applied to this purpose, and that the surplus of debt should be paid out of the finances of the State gradually, in such proportion as could be afforded out of the Arcot finances, after meeting other expenses.

5th. That the property clearly belonging to the Circar, such as the Chepauk Palace, &c., should revert to Government.

6th. That, for the purpose of thoroughly investigating all these points, and the claims of individuals, whether as creditors, functionaries, servants, dependants, &c. &c., a commission should be appointed, who should report from time to time to Government on the various subjects mentioned.

I have, &c.
(signed) HARRIS.

COPY OF ORDERS published to the Settlement of Fort St. George, dated 31st July, 1801, relative to the Treaty between the COMPANY and AZEEM-UL-DOWLAH.

Revenue Department.

PROCLAMATION.

I. Whereas the object of the connection subsisting between the Honourable Company and their Highnesses, heretofore Nabobs of the Carnatic, was intended to cement the union and alliance between the contracting parties, and to establish, on a solid foundation, the security and rights of the said contracting parties in the territories of the Carnatic: and whereas the several engagements concluded for that purpose have failed to answer the intention of the contracting parties, whereby the form of government throughout the provinces of the Carnatic has been subjected to changes injurious to established opinions, to general confidence, and to permanent prosperity: and whereas the musnud of the subahdarry of the territories of Arcot having become vacant, his Highness the Nabob Walajah Ameer ul Omrah, Madar ul Mulk, Ameer ul Hind, Azeem ul Dowlah, Shewkul Jung Sepah, Salar Anweer ud Deen Khan Behauder, has succeeded by the hereditary rights of his father, and by the full acknowledgement of the Honourable Company to the possession of the said musnud: wherefore his said Highness the Nabob Azeem-ul-Dowlah Behauder, and the said Company, being desirous of correcting such errors as have been heretofore introduced into the government of the Carnatic, and of supplying the defects of all former engagements between the said contracting parties; and being also anxious to give full vigour and efficiency to the government of the Carnatic, with a view to fix the rights of the people, and the

interests of the state, on a broad and stable foundation, have mutually, and of their own accord, agreed, by a treaty bearing date the 31st of July, 1801, that all former provisions for securing a partial or temporary interference on the part of the Honourable Company in the government, or in the administration of the revenues of the Carnatic, shall be entirely annulled; and that, in lieu thereof, a permanent system for the collection of the revenue, and for the administration of civil and criminal judicature, under the sole and undivided authority of the Honourable Company, shall be established throughout every village, purgunnah, and province, of the entire territories of the Carnatic.

II. Now proclamation is hereby accordingly made to all zemindars, jaghiredars, talookdars, polygars, cavilgars, and inhabitants of every description of the Carnatic, that the Honourable Company have, by the treaty above mentioned, acquired a perfect right to ascertain, determine, and establish rights of property, to fix a reasonable assessment upon the several purgunnahs and villages of the Carnatic, and to secure a fixed and permanent revenue, to be collected and accounted for by such officers as shall from time to time be appointed for that purpose by the said Company. And it is further published and declared, that the said Company have also acquired a perfect right to establish courts for the due administration of civil and criminal judicature, under the sole authority of the said Company, which said courts shall be conducted by officers to be appointed from time to time by the said Company, under such ordinances and regulations as shall from time to time be enacted and published by the Governor in Council of Fort St. George.

III. And whereas his said Highness the Nabob Azeem ul Dowlah Behauder has divested himself, by the treaty above mentioned, of all control, authority, or interference in the collection of the revenue, or in the administration of civil and criminal judicature: wherefore all zemindars, jaghiredars, talookdars, polygars, cavilgars, and inhabitants of the Carnatic, are hereby required to take notice of the same accordingly. And it is hereby further proclaimed and declared, that the engagement now entered into between the contracting parties for the purposes above mentioned, are unconditional, and liable to no change whatever. Therefore the said zemindars, jaghiredars, talookdars, polygars, cavilgars, and inhabitants of the Carnatic, are required to take notice, that the right and power of fixing and collecting the revenue, as well as of administering civil and criminal judicature throughout the provinces, purgunnahs, and villages of the Carnatic, are vested in the said Company alone, as long as the *sun* and *moon* shall endure.

IV. Wherefore all zemindars, jaghiredars, talookdars, polygars, cavilgars, officers, and inhabitants of the Carnatic, are severally and collectively required, by virtue of the rights and powers acquired to the said Company by compact with the present lawful Nabob of the Carnatic, his Highness the Nabob Azeem-ul-Dowlah Behauder, to

yield due obedience to such officers as may be appointed, and to such ordinances as may be enacted by the said Company alone, for the administration and government of the territories of the Carnatic, and in all time to come.

V. Although the Right Honourable the Governor in Council trusts that the experience which the inhabitants of the Carnatic have already had, will have rendered it unnecessary for his Lordship to explain *the general principles of moderation, justice, protection and security*, which form *the characteristic features of the British government*; yet his Lordship, in accepting the *sacred* trust transferred to the Company by the present engagements, invites the people of the Carnatic to a ready and cheerful obedience to ~~the~~ *the* authority of the Company, in a *confident* assurance of enjoying, under the protection of public and defined laws, *every just and ascertained civil right, with a free exercise of the religious institutions and domestic usages of their ancestors.*

By order of the Right Honourable
the Governor in Council.

(Signed)

J. WEBB,

Chief Secretary to Government.

Fort St. George,
31st July, 1801.

The Court of Directors of the East India Company to the Governor-General of India in Council.

Political Department,
15th March (No. 15), 1856.

My Lord,

Para. 1. The Governor-General's letter in the Foreign Department, dated the 14th of November (No. 21) 1855, and the Political Letters from the Madras Government, dated the 12th of October (No. 14), the 20th of November (No. 16), and the 4th of December (No. 18) 1855, report to us the death, without direct heirs, of His Highness Mahomed Ghouse, and communicate the views of the Governor-General, and of the Governor in Council of Madras, respecting the consequences of that event.

2. In the opinion both of the Governor-General and of the Madras Government, the dignity of Nawaub of the Carnatic has expired; the treaties between the British Government and the successive heads of the family of Walajah are at an end; the British Government are under no obligation to recognise any person as successor to the rights

hitherto enjoyed under those treaties, and expediency being wholly against such recognition, those authorities are unanimously of opinion that it ought not to take place.

3. We have carefully examined the past history of the relations of the British Government with this family, and have bestowed on the important question referred to us the earnest deliberations due to all questions which can be supposed to involve considerations of public faith.

4. We find that when, in 1801, the representative of the junior branch of the family of Walajah was placed on the musnud by the act of the British Government, a formal announcement was made to the following effect:—That the conduct of the two previous Nawaubs, Walajah and Omdut-ool-Omra, had placed them in the position of public enemies of the British Government; that all antecedent rights of the family had been forfeited, and that the Nawaub Azeem-ood-Dowlah was solely indebted for his titular sovereignty, and for the pecuniary and other rights annexed to it, to the grace and favour of the British Government.

5. We find that Azeem-ood-Dowlah fully acknowledged this fact, and that the original draft of treaty prepared by the Madras Government having contained words implying that the British Government did not confer a new but recognised a pre-existing right, those words were, on that express ground, by the desire of the Marquis Wellesley, struck out, and others substituted which did not contain that implication.

6. The rights of the family being thus derived from the Treaty of 1801, are necessarily limited by its terms, and these are exclusively personal to Azeem-ood-Dowlah. There is no mention in the Treaty of heirs and successors, or any stipulation respecting descendants. Two successions, indeed, have since taken place, but on each of these occasions the question was regarded and treated as one subject to the decision of the British Government. On the first of these occasions, the Governor-General acknowledged the son of Azeem-ood-Dowlah as his successor in the rank and title of Nawaub of the Carnatic, but the meaning of that ambiguous term was cleared up by the declaration, "His Excellency is pleased to resolve that the pecuniary provisions of the Treaty of 1801 shall remain in force." On the last vacancy, the family were expressly informed that "it is the intention of Government that the late Nabob shall be succeeded in his state and dignity by his infant son." It was thus distinctly held that the Government might have refused its assent to the succession even of a direct heir, and on the present vacancy there are no direct heirs.

7. In these circumstances there cannot be any obligation on the British Government to continue the provisions of the Treaty of 1801 in favour of any collateral relative of the deceased Nawaub, while, in the absence of obligation, we entirely agree with the Madras Government in the opinion that it would be highly inexpedient to do so. Such titular sovereignties, and the exemption which they are held to

confer from the common operation of the law, are always an evil, and, in the present case, their effect has (as was truly observed by Lord Harris) been "morally most pernicious" not only by "favouring the accumulation of an idle and dissipated population in the chief city of the Presidency," but by the scandalous want of principle evinced in pecuniary matters both by the late Nawaub and by his uncle, Azeem-Jah, the nearest collateral relative.

8. Azeem-Jah has addressed to us a memorial, in which he professed to consider his right to the succession as having been admitted by the Madras Government and by us. He cites, with this view, an expression in a resolution of Government in 1843 ("the position" which "he holds in relation to His Highness the Nawaub, and to his succession to the musnud") and a passage from one of our letters to the Madras Government, dated 14th January, 1829, in which he is spoken of as "the next heir" in case of the Nawaub's demise. The subject, then, before us was not the succession to the musnud, but the appointment of a physician to the young Nawaub, and we had no intention whatever of entering into the question what might be Azeem Jah's rights of inheritance. As the nearest of kin, we spoke of him as the heir to whatever could legally be derived from the Nawaub by inheritance, but the Nawaubship had never been considered by us to be heritable by heirs as of right.

9. We therefore fully adopt the opinion of the Governor-General and of the Madras Government, that the title and dignity of Nawaub, and all the advantages annexed to it by the Treaty of 1801, are at an end.

10. We entirely agree in the liberal intentions of the Madras Government in favour of the family. We approve the proposals that "a handsome allowance should be given to the Prince Azeem Jah Bahadoor;" that the debts incurred by him as Naib-i-Mookhtar should be investigated by a commission, and such of them as are deemed legitimate paid by Government; that the same course should be pursued respecting the debts of the late Nawaub, his personal property being first appropriated towards their liquidation; that the salaries of the principal officers of the Nawaub's household should be continued for their lives, and that all the servants, attendants, troops, and followers, should be discharged, pensions or gratuities being granted to such as may have a equitable claim to such consideration.

11. We shall only add, that in the adjustment of debts the utmost care should be used to exclude fictitious or improper claims; that only sums should be admitted which can be proved to have been advanced; that in regard to articles sold, only the fair market price of the day should be allowed; and that our standing order limiting the interest in such cases to a maximum of six per cent. simple interest must be scrupulously observed.

12. We perceive that in the contemplation of the Madras Government, the palace at Chepauk will at once be at the disposal of the State as public property. Sir Henry Montgomery says that it was

mortgaged, which might imply that it was considered to be private property. You will institute further inquiries upon this point, but whatever may be the correct view of the subject, we do not wish to see the ladies of the Nawaub's immediate family deprived, against their inclination, of the privilege of residing in that edifice, and the most liberal consideration should be given to any claims they may prefer to portions of the personal property contained in the building.

We are, &c.,

(Signed) E. MACNAGHTEN,
W. H. SYKES,
&c., &c.